



Certified:

**E-124-20**

Filed with  
Clerk of Nassau County Legislature  
September 2, 2020 2:02PM

**NIFS ID:CLIT20000004 Department: Information Technology**

**Capital:**

SERVICE: Supplemental Staffing Services

Contract ID #:CQIT15000007

NIFS Entry Date: 05-JUN-20

Term: from 05-JAN-16 to 04-JAN-21

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

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

<b>Vendor Info:</b>	
Name: <b>IIT Inc.</b>	Vendor ID#: <b>113243959-01</b>
Address: 135 Pinelawn Rd. Suite 210N Melville, NY 11747	Contact Person: Dinesh Gulati
	Phone: 631-254-8600

<b>Department:</b>
Contact Name: Nancy Stanton ***Final Complete Contract to Caresse Capolongo***
Address: 240 Old Country Road Mineola, NY 11501
Phone: 516-571-4311

## Routing Slip

Department	NIFS Entry: X	05-JUN-20 -- CCAPOLONGO
Department	NIFS Approval: X	09-JUN-20 -- N Stanton
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	27-JUL-20 -- IQURESHI
OMB	NIFS Approval: X	11-JUN-20 -- SDEWS
County Atty.	Insurance Verification: X	09-JUN-20 -- MMISRA
County Atty.	Approval to Form: X	09-JUN-20 -- MMISRA

<b>CPO</b>	<b>Approval: X</b>	<b>27-JUL-20 -- KOHAGENCE</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>27-JUL-20 -- RCLEARY</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>30-JUL-20 -- HWILLIAMS</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>02-SEP-20 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<p><b>Purpose:</b> This contract provides supplemental staffing services for NCIT projects. The contractor provides supplemental staffing services on an as-needed basis to NCIT. Currently, these services are used for a number of projects, including ERP PeopleSoft Human Resources Project, Developing GIS Web Services, Developing GIS tools and Land Records Migration Development. The purpose of this amendment is to add funds for continued services.</p>
<p><b>Method of Procurement:</b> The contract was entered into after a written request for proposals was issued on January 20th, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Twenty-one proposals were received and evaluated</p>
<p><b>Procurement History:</b> The contract was entered into after a written request for proposals was issued on January 20th, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty-one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.</p>
<p><b>Description of General Provisions:</b> 1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.</p> <p>2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.</p> <p>3. Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by:</p> <ol style="list-style-type: none"> <li>Indicating an hourly rate that is equal to or less than the rate listed in the contract.</li> <li>Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.</li> <li>Submitting any forms that NCIT requires to be submitted with SOW responses.</li> </ol> <p>4. All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.</p> <p>5. NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in an SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under an SOW.</p>
<p><b>Impact on Funding / Price Analysis:</b> The original maximum amount of this contract was \$2,000,000. The maximum amount for all services under this agreement is increased by \$550,000. The full \$550,000.00 is being encumbered at this time. The total maximum amount of this contract is now \$2,550,000</p>
<p><b>Change in Contract from Prior Procurement:</b> N/A</p>
<p><b>Recommendation:</b> (approve as submitted)</p>

Advisement Information

<b>BUDGET CODES</b>	
Fund:	ITGEN1000
Control:	
Resp:	
Object:	<b>DE505</b>
Transaction:	
Project #:	
Detail:	
<b>RENEWAL</b>	
% Increase	
% Decrease	

<b>FUNDING SOURCE</b>	<b>AMOUNT</b>
Revenue	
Contract:	
County	\$ 550,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 550,000.00</b>

<b>LINE</b>	<b>INDEX/OBJECT CODE</b>	<b>AMOUNT</b>
10	ITGEN1000/DE505	\$ 550,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	\$ 550,000.00

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 IIT INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with IIT Inc. (“IIT”) for supplemental staffing, 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 IIT.



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

**1. Vendor:** IIT Inc.

**2. Dollar amount requiring NIFA approval:** \$550000

**Amount to be encumbered:** \$550000

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:** 1/5/2016-1/4/2021

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

If yes, please explain: Ongoing services

**4. Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal %

State % 0

County % 100

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:**

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

IQURESHI

27-JUL-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: IIT, Inc.

CONTRACTOR ADDRESS: 135 Pinelawn Rd, Suite 210N, Melville, NY 11747

FEDERAL TAX ID #: 11-3243959

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

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

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

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

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

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

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

The contract was originally executed by Nassau County on January 5, 2016. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on January 20, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT, LIST net, and LIA websites. Proposals were due on March 30, 2015. Twenty-one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Erick Butista, Bill Doughty, Anthony Paganini, Steven Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Erick Bautista, Robert McClean, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty 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.

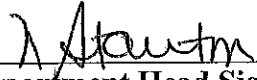
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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

5/26/20  
\_\_\_\_\_  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Dinesh Gulati [NASSAU@IIT-INC.COM]

Dated: 06/05/2020 12:27:00 PM

Vendor: IIT Inc.

Title: Managing Director

## 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: Dinesh Gulati  
Date of birth: 02/03/1968  
Home address: 6 Cornish Ct  
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746  
Country: US

Business Address: 135 Pinelawn Rd, Ste 210N  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: 631-254-8600

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: NY Zip/Postal Code: \_\_\_\_\_  
Country: US  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	<u>01/05/1995</u>	Treasurer	<u>01/05/1995</u>
Chairman of Board	<u>01/05/1995</u>	Shareholder	<u>01/05/1995</u>
Chief Exec. Officer	<u>01/05/1995</u>	Secretary	<u>01/05/1995</u>
Chief Financial Officer	<u>01/05/1995</u>	Partner	<u>01/05/1995</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

Dinesh Gulati is 100% owner of IIT Inc.

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.

Dinesh Gulati has provided personal guarantee in obtaining office lease.

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.

Also principal owner of another company called Maxim Strategy Group 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.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

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

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

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

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

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

I, Dinesh Gulati , 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, Dinesh Gulati , 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.

IIT Inc.

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Name of submitting business

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

Dinesh Gulati [NASSAU@IIT-INC.COM]

---

Managing Director

Title

---

06/05/2020 12:28:26 PM

Date

## Business History Form

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

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

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

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

Date: 06/05/2020

1) Proposer's Legal Name: IIT Inc.

2) Address of Place of Business: 135 Pinelawn Rd, Ste 210N

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

Address: 560 Broad Hollow Rd, Ste 301

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

Start Date: 01-DEC-14 End Date: 30-NOV-19

3) Mailing Address (if different): 6 Cornish Ct, Ste 101

City: Huntington Station State/Province/Territory: NY Zip/Postal Code: 11746

Country: US

Phone: (917) 568-4520

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

4) Dun and Bradstreet number: 09-557-5523

5) Federal I.D. Number: 11-3243959

6) The proposer is a: Corporation (Describe)

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

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?



YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists

1 File(s) Uploaded: No Conflict.doc

(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

1 File(s) Uploaded: No Conflict.doc

(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

1 File(s) Uploaded: No Conflict.doc

- 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 will notify the county, as well as update our Business History Form here

1 File(s) Uploaded: No Conflict.doc

- 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;

01/05/1995

- 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.

Dinesh Gulati is 100% owner and principal office. All information is provided in Principal Questionnaire

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

1 File(s) Uploaded: IIT Officers List.doc

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

Dinesh Gulati is President, CEO and Principal Officer

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

1 File(s) Uploaded: IIT Officers List.doc

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

35

- vi) Annual revenue of firm;

35000000

- vii) Summary of relevant accomplishments

25+ years of experience, including 20 years supporting government clients. Current vendor on Nassau County IT Staff Augmentation contract. Winner of various awards like Inc-500, Crain's Fast

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

B. Indicate number of years in business.

25

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

\$30+mm in revenues. Profitable. Current vendor on Nassau County IT Staff Augmentation contract. Winner of various awards like Inc-500, Crain's Fast 50, etc.

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	Metropolitan Transportation Authority (MTA)		
Contact Person	Cinthia Gonzales		
Address	34th St		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(646) 376-0717		
Fax #			
E-Mail Address	cgonzale@mtabsc.org		

Company	State of New York		
Contact Person	Dan Donnelly		
Address	Empire State Plaza		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(518) 473-0437		
Fax #			
E-Mail Address	Dan.donnelly@its.ny.gov		

Company	NYC Housing Authority		
Contact Person	Frances Rodriguez		
Address	90 Church St		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 306-3985		
Fax #			
E-Mail Address	Frances.Rodriguez@nycha.nyc.org		

I, Dinesh Gulati , 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, Dinesh Gulati , 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: IIT Inc.

Electronically signed and certified at the date and time indicated by:  
Dinesh Gulati [NASSAU@IIT-INC.COM]

Managing Director  
Title

06/05/2020 12:41:30 PM  
Date

17b. No Conflict Exists



nassau@iit-inc.com  
www.iit-inc.com

135 Pinelawn Rd, Ste. 210N  
Melville, NY 11747

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Dinesh Gulati is the sole owner of IIT Inc. and serves as its President, CEO and Principal Officer

COUNTY OF NASSAU

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

1. Name of the Entity: IIT Inc.

Address: 135 Pinelawn Rd, Ste 210N

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: 11-3243959

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):

2 File(s) uploaded IIT Officers List.doc, IIT Officers List.doc

*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.

Dinesh Gulati is sole shareholder

2 File(s) uploaded IIT Officers List.doc, IIT Officers List.doc

*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.

Dinesh Gulati is also the sole owner of Maxim Strategy Group Inc. and serves as its President, CEO and Principal Officer

1 File(s) uploaded IIT Affiliate.doc

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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



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

--

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

--

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

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

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

Dinesh Gulati [NASSAU@IIT-INC.COM]

Dated: 06/05/2020 12:47:04 PM

Title: Managing Director

**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.



nassau@iit-inc.com  
www.iit-inc.com

135 Pinelawn Rd, Ste.  
Melville, NY 11747

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Dinesh Gulati is the sole owner of IIT Inc. and serves as its President, CEO and Principal Officer



nassau@iit-inc.com  
www.iit-inc.com

135 Pinelawn Rd, Ste. 210N  
Melville, NY 11747

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Dinesh Gulati is the sole owner of IIT Inc. and serves as its President, CEO and Principal Officer

Dinesh Gulati is also the sole owner of Maxim Strategy Group Inc. and serves as its President, CEO and Principal Officer

# 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, Dinesh Gulati 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: IIT Inc.

Vendor's Address: 135 Pinelawn Rd Ste 210N Melville NY US 11747

Vendor's EIN or TIN: 113243959

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
06/05/2020 12:27:00 PM

Lobbyist Registration and Disclosure Form:  
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified:  
06/05/2020 12:41:30 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
06/05/2020 12:47:04 PM

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Dinesh Gulati [NASSAU@IIT-INC.COM]	06/05/2020 12:28:26 PM

I, Dinesh Gulati 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."

Dinesh Gulati

*Name*

Managing Director

*Title*

IIT Inc.

*Name of Submitting Entity*

06/05/2020 01:52:22 PM

*Date*

#### AMENDMENT #4

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) IIT Inc., a New York corporation, having its principal office at 135 Pinelawn Rd, Suite 210N, Melville, NY 11747 (the "Contractor").

#### WITNESSETH:

WHEREAS, the County requires supplemental staffing services for various information technology projects (the "Services"); and

WHEREAS, the County issued a Request for Proposals (the "RFP") for the Services on January 20, 2015; and

WHEREAS, the Contractor was awarded a contract under the RFP; and

WHEREAS, pursuant to County contract number CQIT15000007 between the County and the Contractor, executed on behalf of the County on January 5, 2016, and subsequently amended on October 25, 2017, June 8, 2018, and February 7, 2019 (the "Agreement"), the Contractor performs the Services, which are more fully described in the Agreement; and

WHEREAS, the term of the Agreement is from January 5, 2016 to January 4, 2021 (the "Term"); and

WHEREAS, the maximum amount, as amended, to be paid under the Original Agreement is Two Million Dollars (\$2,000,000.00) (the "Maximum Amount"); and

WHEREAS, the County remains in the process of transitioning to a new enterprise resource planning system (the "ERP System"); and

WHEREAS, it is anticipated that the new ERP System will go live within the next several months; and

WHEREAS, the County requires additional supplemental staffing resources to assist with the transition and operation of the new ERP System; and

WHEREAS, the County and Contractor desire to increase the Maximum Amount to compensate Contractor for the use of additional supplemental staffing resources to assist in the transition and operation of the new ERP System; 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:

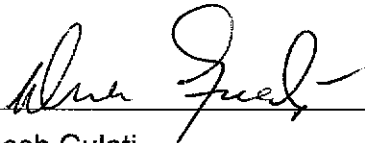
1. Maximum Amount. The Maximum Amount shall be increased by Five Hundred and Fifty Thousand Dollars (\$550,000.00) so that the maximum amount to be paid to the Contractor for the Services shall not exceed Two Million, Five Hundred and Fifty Thousand Dollars (\$2,550,000.00).
2. Vendor Code of Ethics. By executing this Agreement, the Permittee hereby certifies and covenants that:
  - (i) The Permittee has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
  - (ii) All of the Permittee's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - (iv) The Permittee will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - (v) The Permittee will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Permittee is required to retain other records pertinent to performance under this Agreement; and
  - (vi) The Permittee has obtained the certifications required by the Vendor Code of Ethics from any sub-contractors or other lower tier participants who have participated in procurements for work performed under this Agreement.
3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for remainder of the Term.

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



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

**IIT INC.**

By:   
Name: Dinesh Gulati  
Title: Managing Director  
Date: 6/1/2020

**NASSAU COUNTY**

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

PLEASE EXECUTE IN BLUE INK

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

On the 2 day of June in the year 2020 before me personally came  
Dinesh Gulati 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  
Managing Director of IIT 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

*Jean Guido*  
JEAN GUIDO  
Notary Public, State of New York  
No. 01GU6077147  
Qualified in Suffolk County  
Expires 7/8/21

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)  
6/5/2020

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

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

<b>PRODUCER</b> SHORE LINE INS AGENCY INC 12120665 PO BOX 1059 ROCKY POINT NY 11778	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (631) 744-1200 (A/C, No, Ext):	<b>FAX</b> (631) 744-4243 (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC#</b>	
<b>INSURED</b> IIT INC 6 CORNISH CT STE 101 DIX HILLS NY 11746-6002	<b>INSURER A:</b> Twin City Fire Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	12 WEC DH8971	06/27/2020	06/27/2021	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

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

## CERTIFICATE HOLDER

Nassau County, Dept of IT  
 240 Old Country Road  
 Mineola, NY 11501

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2020

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

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

<b>PRODUCER</b> TechServe Alliance Services Corp. 1420 King Street; Suite 610 Alexandria, VA 22314  www.techservealliance.org	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 703-997-4271 <b>FAX (A/C, No):</b> 703.997.7727 <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td><b>INSURER B:</b> National Specialty Insurance Company</td> <td>22608</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Hartford Fire Insurance Company	19682	<b>INSURER B:</b> National Specialty Insurance Company	22608	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> IIT, Inc 6 Cornish Ct Ste 101 Dix Hills NY 11746															

**COVERAGES**
**CERTIFICATE NUMBER:** 43618327

**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																										
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table style="width: 100%;"> <tr> <td><input type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$																		
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B A	Professional Liability Crime	X	X	NDE0933375 42FA 0331282	8/13/2019 8/13/2019	8/13/2020 8/13/2020	\$2,000,000 Ea/\$2,000,000 Agg \$50,000																										

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

Certificate Holder is Additional Insured

**CERTIFICATE HOLDER**

 Nassau County, Dept of IT  
 240 Old Country Road  
 Mineola, NY 11501

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Mark B. Roberts

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Contract ID#: CQIT15000007Department: Information Technology**E-146-15****Contract Details**SERVICE Supplemental StaffingNIFS ID #: CQIT15000007NIFS Entry Date: 7/01/2015Term: from Execution to 3 Years

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 IIT Inc.	Vendor ID# 113243959-01
Address 560 Broadhollow Road, Suite 301 Melville, NY 11747	Contact Person Dinesh Gulati
	Phone (631) 254-8600

County Department	
Department Contact Ed Eisenstein	*****Please return the final, approved contract to Vandana Manucha
Address 240 Old Country Road Mineola, NY 11803	
Phone (516) 571-4265	

**Routing Slip**

DATE Rev'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered		<i>[Signature]</i>	
	OMB	Contractor Registered NIFS Approval	7/7	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
7/6/15	County Attorney	CA RE & Insurance Verification	7/16/15	<i>[Signature]</i>	
7/16/15	County Attorney	CA Approval as to form	7/16/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	7/6/15	<i>[Signature]</i>	
	County Attorney	NIFS Approval	09/11/2015	<i>[Signature]</i>	
	Comptroller	NIFS Approval	11/17/15	<i>[Signature]</i>	
7/16/15	County Executive	Notarization Filed with Clerk of the Leg.	7/16/15	<i>[Signature]</i>	



## Contract Summary

<b>Description:</b> Supplemental staffing services for Nassau County's information technology projects that require additional staffing.	
<b>Purpose:</b> The Nassau County Department of Information Technology ("NCIT") may sometimes identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with twenty vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the twenty-nine (29) support service categories/levels the vendor provided rates. This Agreement will enable vendors to respond to any Statement of Work ("SOW") issued by NCIT for which the vendor is qualified to provide services.  This contract will provide flexibility for NCIT to meet the challenges and opportunities it encounters resulting from new government initiatives, increasing citizen expectations for better and more responsive services, and business and program requirements that are more demanding for economical operations and improved outcomes while allowing NCIT to procure supplemental staffing services quickly on an as-needed basis thus ensuring County Departments enjoy uninterrupted service.  The supplemental staffing contracts will create a maximum rate per support service category/level which vendors can charge for specific skillsets and will permit a vendor to offer less than the maximum rate per support service category/level when requested to respond to a specific SOW. The number of qualified vendors combined with the wide variety of support service categories and the flexibility for vendors to provide rates below the maximum rate will promote a competitive environment among vendors thus enabling a potential cost savings for Nassau County while retaining the best possible resources to perform the required services.	
<b>Method of Procurement:</b> Request for Proposal.	
<b>Procurement History:</b> The contract was entered into after a written request for proposals was issued on January 20 <sup>th</sup> , 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demalo, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.	
<b>Description of General Provisions:</b> <ol style="list-style-type: none"> <li>NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.</li> <li>NCIT will send SOWs only to those vendors who provided rates(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.</li> <li>Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by:           <ol style="list-style-type: none"> <li>Indicating an hourly rate that is equal to or less than the rate listed in the contract.</li> <li>Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.</li> <li>Submitting any forms that NCIT requires to be submitted with SOW responses.</li> </ol> </li> <li>All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.</li> <li>NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in an SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under an SOW.</li> </ol>	
<b>Impact on Funding / Price Analysis:</b> The maximum amount for full consideration for all services under this Agreement shall not exceed <del>\$7,500,000.00</del> <sup>\$300,000 -</sup> . However, no monies are being encumbered at this time. All monies will be encumbered on an as-needed basis, whenever services are required.	
<b>Change in Contract from Prior Procurement:</b> N/A.	
<b>Recommendation:</b> Approve as submitted.	

## Advisement Information

BUDGET CODES	
Fund:	IT
Control:	GEN
Resp:	1000
Object:	DE
Transaction:	500

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1000/DE500	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0.01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

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

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name _____	
Name _____	Name _____	Date _____	Date _____	Date _____	
Date _____	Date _____	(For Office Use Only)			
				E #:	

E-14615

RULES RESOLUTION NO. 228 2015

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

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 9-9-15

VOTING:

ayes 7 nays 0 abstained 0 recused 0

WHEREAS, the County has negotiated a personal services agreement  
with IIT Inc. ("IIT") with regard to providing information technology  
supplemental staffing services, therefore, be it

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

**AMENDMENT IN THE NATURE OF SUBSTITUTION**

PROPOSED CLERK ITEM #: *E-146-15*

This amendment in the nature of substitution makes the following change to the Agreement:

This amendment changes the dollar amount of the contract.



## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the 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 Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department" and "NCIT"), and (ii) IIT Inc., New York corporation, having its principal office at 560 Broadhollow Road, Suite 301, Melville, NY 11747, (the "Contractor").

### WITNESSETH:

WHEREAS, a new Request for Proposals for supplemental staffing services (the "RFP") was issued on January 20, 2015; and

WHEREAS, the Contractor submitted a proposal to provide supplemental staffing services found to be beneficial to the County; and

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

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

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

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

1. Term. This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of information technology supplemental staffing services (the "Services") and is described in detail in Appendix A ("Supplemental Staffing Services Scope of Services & Procedures") attached hereto and incorporated herein by reference.

3. Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) ("Maximum Amount")



Amount") payable in accordance with Appendix B ("Cost Proposal") attached hereto and incorporated herein by reference.

(b) The Contractor shall not perform Services that would cause billings to exceed the Maximum 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 and approved by the County Comptroller for this Agreement.

(c) The Contractor shall not perform any work under this Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW") authorized by the County in writing and the agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds sufficient to cover all work to be performed pursuant to such SOW.

(d) The County shall have no liability under this Agreement for any work performed (i) that was not authorized by an SOW and/or where the Contractor's costs exceed the amount authorized by those documents, (ii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iii) where the Contractor's costs exceed the amount/rates specified in Appendix B ("Cost Proposal").

(e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(f) 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").

(g) 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. Notwithstanding the foregoing, the Contractor's right to receive payment for work completed by the Contractor for the County shall not be affected or denied in the event of an administrative timing error in issuing invoice Vouchers to County.

(h) 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.

(i) 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 or during the term of a Stop Work Order.

4. Stop Work Order. The County at its sole discretion may issue a written or oral order to the Contractor to stop work under a particular Statement of Work ("Stop Work Order"), at any time, requiring the Contractor to suspend or stop all, or any part, of the performance due under the Statement of Work ("SOW") for any reason.

(a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:

- (i) Stop or suspend the work for a specific period of time, or
- (ii) Cancel the Stop Work Order and continue work on an SOW, or
- (iii) Terminate the work covered by the Stop Work Order.

(b) If a Stop Work Order is canceled, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if:

- (i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
- (ii) The Stop Work Order results in a change of deliverables for an SOW.
- (iii) Any other reason the County deems necessary and appropriate.

(c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

(d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5. Acceptance Criteria. In the event that an SOW defines the need for the Contractor to provide specific Deliverable(s), NCIT shall notify the Contractor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not

limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Contractor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to:

- Cancel the SOW.
- Terminate the Agreement.
- Contract with a different Contractor for the Services.
- Engage with another Contractor outside of this Agreement, if no Contractor is able to perform the required Supplemental Staffing Services.
- Invoice the original Contractor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.

6. 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).

7. 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.

8. 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, 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) The 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. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached to this Agreement as Appendix L. The Contractor 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 information regarded by the disclosing party as confidential or that is otherwise protected from disclosure under Federal, State or Local law; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a

reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

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

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

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

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

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

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control.

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

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

#### 11. Subcontracting.

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

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

(c) Nothing contained in this Agreement or otherwise shall create any

contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

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

(e) The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

12. Right to Works. (a) Upon execution of this Agreement, any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs, source code and/or any other material produced by the Contractor for the County pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) Works Made for Hire: The Contractor acknowledges that all of the Contractor's works of authorship, including but not limited to any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs and/or any other materials produced or used by the Contractor for the County pursuant to this Agreement ("Copyrighted Materials") shall be considered and are "works-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the owner thereof, including any copyrights, patents, or other intellectual property rights pertaining thereto and of all aspects, elements, and components thereof in which copyright protection might exist. 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 Contractor works and hereby irrevocably transfers, assigns, and conveys all of the Contractor's right, title, and interest, including exclusive copyright, patent, and other intellectual property rights, ownership in and to the Copyrighted Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrighted Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(c) Contractor Property or Works. Unless otherwise agreed upon between the



parties in this Agreement, the Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or works, including all pre-existing intellectual property interests held by Contractor (the "Contractor Works"). Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works solely for the County's internal use. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by the Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of the Contractor or used by the Contractor.

(d) Upon payment of all amounts due therefore, the Contractor shall grant to the County a non-exclusive, United States license to use any such Contractor Works solely for the County's internal use. The County may make reasonable copies of such pre-existing material for backup and archival purposes in accordance with applicable law. The County shall reproduce such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies. Subject to the other provisions in this subsection 8(b), any copies that the County makes of such Contractor Works shall remain the Contractor's sole property.

### 13. Patent/Copyright Claims.

(a) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or arising out of or in connection with any breach of warranty by the Contractor. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) In addition to the foregoing, if the use of any Deliverable(s), items(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such Deliverable(s), item(s) or part(s) thereof, as applicable; (ii) to modify the Deliverable(s), items(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s), item(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s), item(s) or part(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable,

then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement; (v) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (vi) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

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

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

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

14. 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.

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

any, of a Loss that is caused by the negligence of the County.

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

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

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

16. 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 and errors and omissions insurance, which policy(ies) shall have a minimum single combined limit liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence; and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder,

the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17. Warranty. (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a SOW in accordance with the stated warranty term(s).

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

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

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

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

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

(a) 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.

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the

earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

23. 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 Office of General Counsel, with a copy to 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.

24. 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.

25. 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.

26. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 Dollars \$533.00 for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

27. Services for Other Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other 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.

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

29. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural



calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

30. 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).

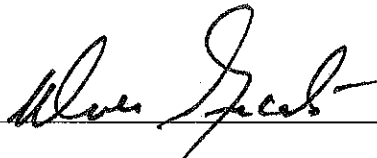
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

IIT INC.

By: 

Name: Dinesh Gulati

Title: Managing Director

Date: 6/10/2015

NASSAU COUNTY

By: 

Name: Charles Rylands

Title: Deputy County Executive

Date: 1/5/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK )

) ss.:

COUNTY OF SUFFOLK )

On the 10 day of June in the year 2015 before me personally came Dinesh Gulati 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 Managing Director of IIT Inc., the IIT Inc. 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 IIT Inc.

NOTARY PUBLIC

*Jean Guido*  
JEAN GUIDO  
Notary Public, State of New York  
No. 0160607147  
Qualified in Suffolk County  
Term Expires 7/8/16

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 5 day of January in the year 2015 before me personally came Charles R. Bond 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. 01PE8259026  
Qualified in Nassau County  
Commission Expires April 02, 2016

## **APPENDIX A**

### **SUPPLEMENTAL STAFFING SERVICES SCOPE OF SERVICES & PROCEDURES**

The purpose of this Agreement is to establish a vehicle with the Contractor to provide Supplemental Staffing Services to the County. This Agreement will enable the Contractor to respond to any Statement of Work ("SOW") issued by the Nassau County Department of Information Technology ("NCIT") for which that Contractor is eligible to provide Services as specified in Appendix B ("Cost Proposal").

Upon execution of this Agreement, from time to time, NCIT may identify a need for individual or project related Supplemental Staffing Services. NCIT may issue an SOW for a project requiring Supplemental Staffing Services. The SOW will describe in detail which of the twenty-nine (29) Support Service Categories and levels NCIT requires as well as a detailed description of the requirements. Support Service Categories are described in detail in Appendix C ("Supplemental Staffing Support Service Categories"). NCIT will send the SOW to those Contractors previously identified as able to provide the Supplemental Staffing Services required for the specific Support Service Category(ies) required for the SOW as identified in Appendix B.

Contractors shall review the SOW and submit offers to provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Contractors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Contractors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Contractors to provide Supplemental Staffing Services under the SOW.

Please be advised that Contractors are not guaranteed work under this Contract. Rather, the Contract provides a Contractor with the eligibility to bid on a particular SOW for which the Contractor can provide the necessary Supplemental Staffing Services.

#### **Individual Statements of Work**

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Contractor who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor's 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 Contractor's personnel are 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:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services, including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

*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 job description(s) and skill set requirements.*

#### **Contractor Reporting/Documentation**

Upon selection to perform the Services specified in an SOW, the Contractor will be required to provide NCIT with a Weekly Status Report. The Weekly Status Report format and details will be provided to the Contractor by NCIT. All documentation must be in the format specified by and acceptable to NCIT.

The Contractor may also be required to provide NCIT with other documentation and/or reports as required by NCIT. All such documentation and reports must be in the format specified by and acceptable to NCIT.

Failure to provide NCIT with acceptable Weekly Status Reports, other documentation or reports may result in delay of payment to the Contractor and/or disqualification of the Contractor to perform work on the SOW. If a Contractor repeatedly fails to provide NCIT with acceptable documentation or reports, the Contractor may be disqualified from performing any Services under this Agreement. NCIT will be the final judge of whether documentation and reporting requirements are being met by the Contractor.

#### **Other Considerations**

All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of the Contractor or, if applicable, the Contractor's Agents and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

The Contractor must ensure that all employees assigned to work under an SOW have the training and are qualified to perform the task(s) and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Contractor shall provide a replacement acceptable to the County.

NCIT will provide workspace and facilities for all Contractors performing Supplemental Staffing Services under an SOW, as appropriate.

NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW.

**Pricing Schedule (Total Firm Fixed Prices)**

**Rates for this Contract will remain firm for the life of the Contract.** This does not preclude any Contractors from offering a Rate lower than the established Rate in the Agreement in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will not provide any extra compensation/reimbursement for this purpose.

**Contractor Performance Criteria**

NCIT has established specific Contractor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Contractors will be required to meet or exceed the following performance criteria:

**1. Certification of Employee Skill Sets and Capability to Perform Required Tasks.**

NCIT may disqualify, **for any reason**, personnel presented by the Contractor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Contractor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Contractor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Contractor, NCIT determines that the employee does not have the required skill sets or experience.

Poor professional manner. This includes, but is not limited to the Minimum Service Standards outlined in Section 9 above.

If NCIT terminates personnel placed on assignment by the Contractor because the person's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Contractor for that period. This also denotes Cause for termination of the Contract.

The Contractor **must** warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation

of a skill set, experience level, or professional manner lapses.

## **2. Personnel Substitution.**

The Contractor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Contractor shall provide notice to NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove of the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

### **Contractor Disqualification**

A Contractor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

NCIT reserves the right to remove from eligibility all Contractors that are inactive (have not responded to an SOW) for twelve (12) consecutive months during the Contract term.

### **Deliverables**

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Contractor materials licensed to the County shall be identified to the County by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Contractor requires the development of application or systems software, all software source and object code is the property of Nassau County.

### **Change Management Request**

A Change Management Request shall be required to authorize an amendment of the SOW in scope and/or dollar value.

No work requested in the Change Management Request may be performed until the Change Management Request has been approved and signed by both NCIT and the Contractor. However, a Change Management Request may require an amendment or advisement of the Agreement. In the case where an amendment or advisement of the Agreement is required, no work may be performed until the amendment or advisement

have been fully approved and executed by Nassau County and certified by the Clerk of the Legislature. The Contractor will be responsible for making sure all required approvals have been obtained prior to proceeding with any work on an SOW.

Nassau County will not be liable for any work performed without all necessary Nassau County approvals.

The Change Management Request will state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule and the appropriate approval signatures. The Change Management Request must also specify any changes to the completion deadlines specified in the SOW.

The Contractor shall be responsible for maintaining documentation denoting any changes agreed upon with the County.



## **APPENDIX B COST PROPOSAL**

### **Support Service Categories**

Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories listed in Appendix C ("Supplemental Staffing Support Service Categories"), the Contractor has provided their best rate which is listed in the column on this form based on the following:

Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.

Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.

Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the Contractor has provided rates under which the Contractor will provide personnel that meet the qualifications of the Support Service Category(ies) as described in Appendix C. The rate provided for each category will be the maximum rate that a Contractor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Contractor's proposed personnel must have the requisite years of experience within the individual Support Service Category(ies). The Contractor cannot aggregate experience from different Support Service Categories.

Contractors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Agreement will remain firm for the life of the Agreement. This does not preclude any Contractor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

In the case where the personnel requested must perform multiple categories of work simultaneously, the Contractor may charge the highest rate between all required categories at the level of skill required.

## APPENDIX B COST PROPOSAL

### Support Service Categories

Support Service Category Number	Support Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
1	Labor Support Services			
2	Clerical Support Services	\$ 29.95	\$ 34.95	\$ 44.95
3	Help Desk Support Services	\$ 49.95	\$ 64.95	\$ 69.95
4	Desktop Support Services	\$ 64.95	\$ 74.95	\$ 84.95
5	Database Management Services	\$ 99.95	\$ 119.95	\$ 139.95
6	EDMS Services	\$ 99.95	\$ 119.95	\$ 149.95
7	IT Training Services	\$ 64.95	\$ 84.95	\$ 94.95
8	Electronic Commerce/ EDI Services	\$ 99.95	\$ 119.95	\$ 149.95
9	Project Management Services	\$ 119.95	\$ 139.95	\$ 149.95
10	Microsoft Exchange Services	\$ 99.95	\$ 119.95	\$ 139.95
11	Computer Programming Services	\$ 99.95	\$ 119.95	\$ 139.95
12	System Programming Services	\$ 99.95	\$ 119.95	\$ 139.95
13	GIS Services	\$ 99.95	\$ 119.95	\$ 139.95
14	IT Support Staff Services – Data Center Operations	\$ 64.95	\$ 74.95	\$ 84.95
15	Network Security Services	\$ 119.95	\$ 139.95	\$ 149.95
16	Computer Systems Security Services	\$ 109.95	\$ 129.95	\$ 139.95
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	\$ 99.95	\$ 119.95	\$ 139.95
18	Technical Writing Services	\$ 64.95	\$ 84.95	\$ 94.95
19	Computer Systems Analysis Support Services	\$ 109.95	\$ 129.95	\$ 139.95
20	Unix and Linux System Administration Services	\$ 109.95	\$ 129.95	\$ 139.95
21	Web Environment Services	\$ 99.95	\$ 119.95	\$ 129.95
22	Software Engineering Services	\$ 109.95	\$ 139.95	\$ 149.95
23	Database Technical Services	\$ 99.95	\$ 119.95	\$ 139.95
24	Application Services for Servers/Blades	\$ 99.95	\$ 119.95	\$ 139.95
25	Wiring Technical Services	\$ 89.95	\$ 99.95	\$ 109.95
26	Wireless Networking Services	\$ 99.95	\$ 119.95	\$ 139.95
27	Network Support Services	\$ 99.95	\$ 119.95	\$ 129.95
28	Server Support Services	\$ 99.95	\$ 119.95	\$ 139.95
29	Project Support Services	\$ 119.95	\$ 139.95	\$ 149.95

## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Qualification Levels

<b>Level 1</b> – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.
<b>Level 2</b> – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.
<b>Level 3</b> – Individuals with ten (10) or more years' experience within the specific Support Service Category.

**Please Note:** The following Support Service Categories are employed to supplement or augment current Information Technology staff.

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
1	<b>Labor Support Services</b>	<p>Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
2	<b>Clerical Support Services</b>	<p>Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/ processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.</p>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>3</b>	<b>Help Desk Support Services</b>	<p>User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>4</b>	<b>Desktop Support Services</b>	<p>Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>5</b>	<b>Database Management Services</b>	<p>Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.</p>

# **APPENDIX C** **SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

## **Support Service Categories**

Support Service Category Number	Support Service Category	Description
6	<b>EDMS Services</b>	<p>Services specific to Electronic Document Management Systems (EDMS).</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
7	<b>IT Training Services</b>	<p>Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.</p>

## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
8	<b>Electronic Commerce/ EDI Services</b>	<p>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
9	<b>Project Management Services</b>	<p>Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.</p>
10	<b>Microsoft Exchange Services</b>	<p>Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.</p>

## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
11	<b>Computer Programming Services</b>	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.
12	<b>System Programming Services</b>	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
13	<b>GIS Services</b>	<p>Services specific to various forms of Geographic Information Systems (GIS):</p> <ul style="list-style-type: none"> <li>• <u>Project Support Services</u> – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS).</li> <li>• <u>Programming/ Analysis Services</u> - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>

## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
14	<b>IT Support Staff Services – Data Center Operations</b>	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
15	<b>Network Security Services</b>	<p>Services specific to security on the County network.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN).</li> <li>• <u>Other Services</u> - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.</li> </ul>
16	<b>Computer Systems Security Services</b>	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.



## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
17	<b>Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)</b>	<p>Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
18	<b>Technical Writing Services</b>	<p>Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers.</li> <li>• Online help and web-based help.</li> <li>• Product specifications.</li> <li>• Project planning &amp; management.</li> <li>• Production and printing documentation.</li> <li>• Indexing of printed and online documents.</li> </ul> <p>Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.</p>

## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
19	<b>Computer Systems Analysis Support Services</b>	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	<b>Unix and Linux System Administration Services</b>	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/ component updates.
21	<b>Web Environment Services</b>	Services associated with the County's web environment. <ul style="list-style-type: none"> <li>• <b><u>Programmatic Support</u></b> – Tasks may include, but are not limited to: <ul style="list-style-type: none"> <li>○ Web Designers - Graphic development of new content areas on site, ILWWCM education/support.</li> <li>○ Java Programmers – JSP understanding, web development, work with vendors.</li> </ul> </li> <li>• <b><u>Technical Support</u></b> - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.</li> </ul>

**APPENDIX C**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

**Support Service Categories**

<b>Support Service Category Number</b>	<b>Support Service Category</b>	<b>Description</b>
<b>22</b>	<b>Software Engineering Services</b>	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
<b>23</b>	<b>Database Technical Services</b>	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
<b>24</b>	<b>Application Services for Servers/Blades</b>	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.
<b>25</b>	<b>Wiring Technical Services</b>	<p>Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>

# **APPENDIX C** **SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

## **Support Service Categories**

Support Service Category Number	Support Service Category	Description
26	<b>Wireless Networking Services</b>	Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.
27	<b>Network Support Services</b>	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
28	<b>Server Support Services</b>	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>

## APPENDIX C

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

#### Support Service Categories

Support Service Category Number	Support Service Category	Description
29	Project Support Services	<p><b><u>Enterprise Services</u></b> – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&amp;V) testing.</p> <p><b><u>Graphics and Presentation</u></b> - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.</p> <p><b><u>Middleware Integration</u></b> - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.</p> <p><b><u>Operational</u></b> - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.</p> <p><b><u>Organizational</u></b> - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.</p> <p><b><u>Planning</u></b> - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management.</p> <p><b><u>Research and Analysis</u></b> - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.</p>

**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:

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

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

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

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

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

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

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

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

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

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

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

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

- i. 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.
- ii. 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.

- iii. 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 arbitrator's 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 the 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:

Dinesh Gulati

(Name)

560 Broad Hollow Rd, Ste 301, Melville, NY 11746

(Address)

631-254-8600 x 205

(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:

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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:

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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.

6/10/2015

Dated



Signature of Chief Executive Officer

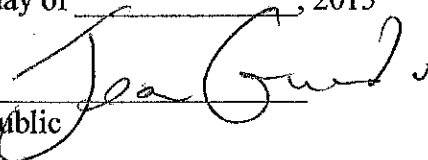
Dinesh Gulati

Name of Chief Executive Officer

Sworn to before me this

10 day of June, 2015

Notary Public



JEAN GUINDO  
Notary Public, State of New York  
No. 01600077147  
Qualified in Suffolk County  
Term Expires 7/8/16



E-183-17

NIFS ID:CLIT17000010

Department: Information Technology

Capital: X

SERVICE: Supplemental Staffing

Contract ID #:CQIT15000007

NIFS Entry Date: 20-JUN-17

Term: from 05-JAN-16 to 04-JAN-19

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

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

<b>Vendor Info:</b>	
Name: IIT Inc.	Vendor ID#: 113243959-01
Address: 560 Broadhollow Road, Suite 301 Melville, NY 11747	Contact Person: Dinesh Gulati
	Phone: 631-254-8600

<b>Department:</b>
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***
Address: 240 Old country Road Mineola, NY 11501
Phone: 516-571-4265

## Routing Slip

Department	NIFS Entry: X	20-JUN-17 -- VMANUCHA
Department	NIFS Approval: X	29-JUN-17 -- NSTANTON
DPW	Capital Fund Approved: X	18-AUG-17 -- KARNOLD
OMB	NIFA Approval: X	05-JUL-17 -- RDALLEVA
OMB	NIFS Approval: X	03-JUL-17 -- MSEIDLER
County Atty.	Insurance Verification: X	30-AUG-17 -- AAMATO
County Atty.	Approval to Form: X	11-JUL-17 -- PGALLAGHER
Dep. CE	Approval: X	28-AUG-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	21-AUG-17 -- MREYNOLDS
Legislature	Approval: X	15-SEP-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	18-OCT-17 -- RBURKERT
NIFA	NIFA Approval: X	24-OCT-17 -- MKWIATKOWSKI

## Contract Summary

<b>Purpose:</b> Supplemental staffing services for Nassau County's information technology projects that require additional staffing. The purpose of this amendment is to add additional funds to the contract for continued services. The contractor provides supplemental staffing services to the County's Information technology projects including ERP and GIS Projects, and projects that require additional staffing on an as-needed basis.		
<b>Method of Procurement:</b> RFP		
<b>Procurement History:</b> The contract was entered into after a written request for proposals was issued on January 20th, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.		
<b>Description of General Provisions:</b> Description of General Provisions: <ol style="list-style-type: none"> <li>1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.</li> <li>2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.</li> <li>3. Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by:               <ol style="list-style-type: none"> <li>a. Indicating an hourly rate that is equal to or less than the rate listed in the contract.</li> <li>b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.</li> <li>c. Submitting any forms that NCIT requires to be submitted with SOW responses.</li> </ol> </li> </ol> <p>               4 All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.                4 NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in an SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under an SOW.             </p>		
<b>Impact on Funding / Price Analysis:</b> The maximum amount for full consideration for all services under this agreement is increased by \$400,000.00, of which \$200,000.00 is being encumbered at this time.		
<b>Change in Contract from Prior Procurement:</b> n/a		
<b>Recommendation:</b> (approve as submitted)		

## Advisement Information

BUDGET CODES	FUNDING	AMOUNT
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Fund:	ITGEN1000
Control:	
Resp:	
Object:	DE500
Transaction:	
Project #:	97109
Detail:	00002

RENEWAL	
% Increase	
% Decrease	

SOURCE	
Revenue	
Contract:	
County	\$ 40,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 160,000.00
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 200,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
		\$ 0.00
03	ITGEN1000/DE500	\$ 40,000.00
02	PWCAPCAP/00000 2/97109/000	\$ 160,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 200,000.00</b>



RULES RESOLUTION NO <sup>264</sup>2017

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 IIT INC.

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with IIT Inc. ("IIT") with regard to providing  
information technology supplemental staffing services, therefore, be it

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

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 9-13-17  
VOTING:  
AYES 4 NAYS 3 ABSTAINED 0 RECUSSED 0  
Legislators present: 7

## 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"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) IIT Inc, a New York corporation, having its principal office at 560 Broadhollow Road, Suite 301, Melville, NY 11747 (the "Contractor").

### WITNESSETH:

WHEREAS, the County requires supplemental staffing services (the "Services") for various information technology projects; and

WHEREAS, the County issued a Request for Proposals (the "RFP") for the Services on January 20, 2015; and

WHEREAS, the Contractor responded to the RFP with a proposal (the "Proposal"); and

WHEREAS, the County found the Proposal to be beneficial to the County and awarded the Contractor a contract under the RFP; and

WHEREAS, several contracts were awarded for the Services and the County currently receives the Services from several different providers procured under the RFP (the "Supplemental Staffing Providers"); and

WHEREAS, the Supplemental Staffing Providers each operate under separate contracts with the County; and

WHEREAS, pursuant to County contract number CQIT15000007 between the County and the Contractor, executed on behalf of the County on January 5, 2016 (the "Agreement"), the Contractor performs the Services, which are more fully described in the Agreement; and

WHEREAS, the term of the Agreement is from January 5, 2016 to January 5, 2019 (the "Term"); and

WHEREAS, the Maximum Amount, as defined in the Agreement, is Three Hundred Thousand Dollars (\$300,000.00); and

WHEREAS, the County is in the process of transitioning to a new enterprise resource planning system (the "ERP System");

WHEREAS, it is anticipated that the new ERP System will go live within the next several months; and

WHEREAS, the County requires additional supplemental staffing resources to assist with the transition and operation of the new ERP System;

WHEREAS, the County and Contractor desire to increase the Maximum Amount to compensate Contractor for the use of additional supplemental staffing resources to assist in the transition and operation of the new ERP System; 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;

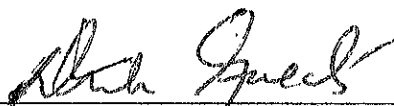
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount shall be increased by Four Hundred Thousand Dollars (\$400,000.00) so that the maximum amount to be paid to the Contractor for the Services shall not exceed Seven Hundred Thousand Dollars (\$700,000.00).
2. Encumbrance. The Contractor understands that only Two Hundred Thousand Dollars (\$200,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered under the Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.
3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for remainder of the Term.

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

\_\_\_\_\_

IIT, INC.

By: 

Name: Dinesh Gulati

Title: Managing Director

Date: 6/7/2017

NASSAU COUNTY

By: 

Name: Charles Ribic

Title: Deputy County Executive

Date: 10/25/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF Suffolk )

On the 7 day of Jun in the year 2017 before me personally came Dinesh Gulati 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 Managing Director of IIT 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

*Jean Guido*  
JEAN GUIDO  
Notary Public, State of New York  
No. 01GU6077147  
Qualified in Suffolk County  
Term Expires 7/8/18

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 25<sup>th</sup> day of October in the year 2017 before me personally came Charles R. Barbo 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*  
FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01BS5073153  
Qualified in Nassau County  
Commission Expires February 10, 2019



E-51-18

NIFS ID:CLIT18000001

Department: Information Technology

Capital: X

SERVICE: Supplemental Staffing Services

Contract ID #:CQIT15000007

NIFS Entry Date: 23-JAN-18

Term: from 05-JAN-16 to 04-JAN-19

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

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

<b>Vendor Info:</b>	
Name: IIT Inc.	Vendor ID#: 113243959-01
Address: 560 Broadhollow Road, Suite 301 Melville, NY 11747	Contact Person: Dinesh Gulati
	Phone: 631-254-8600

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

## Routing Slip

Department	NIFS Entry: X	23-JAN-18 -- VMANUCHA
Department	NIFS Approval: X	14-MAR-18 -- NSTANTON
DPW	Capital Fund Approved: X	15-MAR-18 -- RDALLEVA
OMB	NIFA Approval: X	15-MAR-18 -- MWORSHAM
OMB	NIFS Approval: X	14-MAR-18 -- JNOGID
County Atty.	Insurance Verification: X	14-MAR-18 -- DGRIPPO
County Atty.	Approval to Form: X	14-MAR-18 -- DGRIPPO
Dep. CE	Approval: X	19-APR-18 -- HWILLIAMS

Leg. Affairs	Approval/Review: X	15-MAR-18 -- MREYNOLDS
Legislature	Approval: X	07-MAY-18 -- MREYNOLDS
Comptroller	NIFS Approval: X	29-MAY-18 -- TTROICI
NIFA	NIFA Approval: X	04-JUN-18 -- MKWIATKOWSKI

## Contract Summary

<b>Purpose:</b> Supplemental staffing services for Nassau County's information technology projects that require additional staffing. The purpose of this amendment is to add additional funds to the contract for continued services. The contractor provides supplemental staffing services to the County's Information technology projects that require additional staffing on an as-needed basis.		
<b>Method of Procurement:</b> RFP		
<b>Procurement History:</b> The contract was entered into after a written request for proposals was issued on January 20th, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.		
<b>Description of General Provisions:</b> Description of General Provisions: 1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs. 2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract. 3. Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by: a. Indicating an hourly rate that is equal to or less than the rate listed in the contract. b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW. c. Submitting any forms that NCIT requires to be submitted with SOW responses. d. All SOW responses must be received by the deadline specified when the SOW is sent to the vendors. e. NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in an SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under an SOW.		
<b>Impact on Funding / Price Analysis:</b> The Maximum Amount for full consideration for all services under this agreement is increased by \$600,000.00, of which \$300,000.00 is being encumbered at this time.		
<b>Change in Contract from Prior Procurement:</b> n/a		
<b>Recommendation:</b> (approve as submitted)		

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:						

Control:		Revenue		04	ITGEN1000/DE500	\$ 80,000.00
Resp:		Contract:		05	PWCAPCAP/97101/ 00002/000	\$ 220,000.00
Object:		County	\$ 80,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:	97101	State	\$ 0.00			\$ 0.00
Detail:	00002	Capital	\$ 220,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 300,000.00		TOTAL	\$ 300,000.00

RENEWAL	
% Increase	
% Decrease	



E-51-18

RULES RESOLUTION NO. 57-2018

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

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 5-7-18  
NOTING:  
yeas 7 nays 0 abstained 0 ~~present~~ 0  
7 Legislators present

WHEREAS, the County has negotiated an amendment to a personal services agreement with IIT Inc. to provide supplemental staffing services for various information technology projects, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

## 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"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) IIT Inc, a New York corporation, having its principal office at 360 Broadhollow Road, Suite 301, Melville, NY 11747 (the "Contractor").

### WITNESSETH:

WHEREAS, the County requires supplemental staffing services for various information technology projects (the "Services"); and

WHEREAS, the County issued a Request for Proposals (the "RFP") for the Services on January 20, 2015; and

WHEREAS, the Contractor was awarded a contract under the RFP; and

WHEREAS, pursuant to County contract number CQIT15000007 between the County and the Contractor, executed on behalf of the County on January 5, 2016, and thereby amended on October 25, 2017 (the "Agreement"), the Contractor performs the Services, which are more fully described in the Agreement; and

WHEREAS, the term of the Agreement is for a period of three (3) years and commenced on January 5, 2016 (the "Term"); and

WHEREAS, the Maximum Amount as defined in the Agreement is Seven Hundred Thousand Dollars (\$700,000.00); and

WHEREAS, the County and Contractor desire to increase the Maximum Amount; 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;

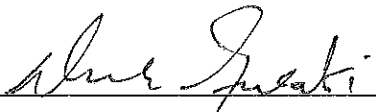
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount shall be increased by Six Hundred Thousand Dollars (\$600,000.00) so that the maximum amount to be paid to the Contractor for the Services shall not exceed One Million, Three Hundred Thousand Dollars (\$1,300,000.00).
2. Encumbrance. The Contractor understands that only Three-Hundred Thousand Dollars (\$300,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.

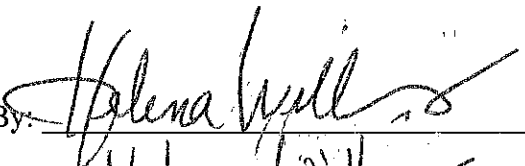
3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for remainder of the Term.

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

**IIT, INC.**

By:   
Name: Dinesh Gulati  
Title: Managing Director  
Date: 1/11/2018

**NASSAU COUNTY**

By:   
Name: Helena Williams  
Title: Deputy County Executive  
Date: 1/8/18

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF Suffolk )

On the 11 day of Jan in the year 2018 before me personally came  
Dinesh Gulati 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  
Managing Director of IIIT 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

*Jean Guido*  
JEAN GUIDO  
Notary Public, State of New York  
No. 01GU6077147  
Qualified in Suffolk County  
Term Expires 7/8/18

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 8 day of June in the year 2018 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

*Tanya L. Carter*  
TANYA L. CARTER  
Notary Public, State of New York  
No. 01CA6072855  
Qualified in Nassau County  
Commission Expires April 15, 2022



E-120-18

**NIFS ID:CLIT18000012****Department: Information Technology****Capital: X**

SERVICE: Supplemental Staffing Services

Contract ID #:CQIT15000007

NIFS Entry Date: 21-SEP-18

Term: from 05-JAN-16 to 04-JAN-21

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

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

<b>Vendor Info:</b>	
Name: <b>IIT Inc.</b>	Vendor ID#: <b>113243959-01</b>
Address: 560 Broadhollow Road, Suite 301 Melville, NY 11747	Contact Person: Dinesh Gulati
	Phone: 631-254-8600

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

## Routing Slip

Department	NIFS Entry: X	21-SEP-18 -- VMANUCHA
Department	NIFS Approval: X	15-OCT-18 -- NSTANTON
DPW	Capital Fund Approved: X	16-OCT-18 -- RDALLEVA
OMB	NIFA Approval: X	23-OCT-18 -- IQUIRESHI
OMB	NIFS Approval: X	15-OCT-18 -- JNOGID
County Atty.	Insurance Verification: X	15-OCT-18 -- AAMATO
County Atty.	Approval to Form: X	15-OCT-18 -- MMISRA
CPO	Approval: X	24-OCT-18 -- KOHAGENCE

DCEC	Approval: X	25-OCT-18 -- JCHIARA
Dep. CE	Approval: X	07-NOV-18 -- HWHILLIAMS
Leg. Affairs	Approval/Review: X	23-OCT-18 -- MREYNOLDS
Legislature	Approval: X	04-DEC-18 -- LVOCATURA
Comptroller	Deputy: X	10-JAN-19 -- JSCHOEN
NIFA	NIFA Approval: X	06-FEB-19 -- MWORSHAM

## Contract Summary

<b>Purpose:</b> Supplemental staffing services for Nassau County's information technology projects that require additional staffing. The purpose of this amendment is to exercise the renewal option and extend it for additional 2 years and add additional funds to the contract for continued services. The contractor provides supplemental staffing services to the County's Information technology projects that require additional staffing on an as-needed basis.		
<b>Method of Procurement:</b> RFP		
<b>Procurement History:</b> The contract was entered into after a written request for proposals was issued on January 20th, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.		
<b>Description of General Provisions:</b> 1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs. 2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract. 3. Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by: a. Indicating an hourly rate that is equal to or less than the rate listed in the contract. b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW. c. Submitting any forms that NCIT requires to be submitted with SOW responses. i. All SOW responses must be received by the deadline specified when the SOW is sent to the vendors. i. NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in an SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under an SOW.		
<b>Impact on Funding / Price Analysis:</b> The Maximum amount for Full consideration for all services under this agreement is increased by \$700,000.00, of which \$350,000.00 is being encumbered at this time.		
<b>Change in Contract from Prior Procurement:</b> n/a		
<b>Recommendation:</b> (approve as submitted)		

## Advisement Information

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BUDGET CODES	
Fund:	ITGEN1000
Control:	
Resp:	
Object:	DE500
Transaction:	
Project #:	97109
Detail:	00002

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 150,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 200,000.00
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 350,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
06	ITGEN1000/DE500	\$ 150,000.00
07	PWCAPCAP/00002/97109/000	\$ 200,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 350,000.00</b>

RULES RESOLUTION NO. 18 2018

E-120-18

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 IIT INC.

12-3-18  
7  
LEGISLATIVE PROCESS

WHEREAS, the County has negotiated an amendment to a personal services agreement with IIT Inc. ("IIT") for supplemental staffing, 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 IIT.



### 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"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) IIT Inc., a New York corporation, having its principal office at 360 Broadhollow Road, Suite 301, Melville, NY 11747 (the "Contractor").

#### WITNESSETH:

WHEREAS, the County requires supplemental staffing services for various information technology projects (the "Services"); and

WHEREAS, the County issued a Request for Proposals (the "RFP") for the Services on January 20, 2015; and

WHEREAS, the Contractor was awarded a contract under the RFP; and

WHEREAS, pursuant to County contract number CQIT15000007 between the County and the Contractor, executed on behalf of the County on January 5, 2016, and subsequently amended on October 25, 2017, and then June 8, 2018 (the "Agreement"), the Contractor performs the Services, which are more fully described in the Agreement; and

WHEREAS, the term of the Agreement is from January 5, 2016 to January 4, 2019 (the "Term"); and

WHEREAS, the Original Agreement contains two (2) one (1) year renewal options (the "Renewal Options"); and

WHEREAS, the maximum amount, as amended, to be paid under the Original Agreement is One Million, three Hundred Thousand Dollars (\$1,300,000.00) (the "Maximum Amount"); and

WHEREAS, the County remains in the process of transitioning to a new enterprise resource planning system (the "ERP System"); and

WHEREAS, it is anticipated that the new ERP System will go live within the next several months; and

WHEREAS, the County requires additional supplemental staffing resources to assist with the transition and operation of the new ERP System; and

WHEREAS, the County and Contractor desire to increase the Maximum Amount to compensate Contractor for the use of additional supplemental staffing resources to assist in the transition and operation of the new ERP System; and

WHEREAS, the County desires to exercise the Renewal Options, 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 the 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 January 4, 2021, unless terminated sooner in accordance with the provisions of the Original Agreement.
2. Maximum Amount. The Maximum Amount shall be increased by Seven Hundred Thousand Dollars (\$700,000.00) so that the maximum amount to be paid to the Contractor for the Services shall not exceed Two Million Dollars (\$2,000,000.00).
3. Encumbrance. The Contractor understands that only Three Hundred and Fifty Thousand Dollars (\$350,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.
4. 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:

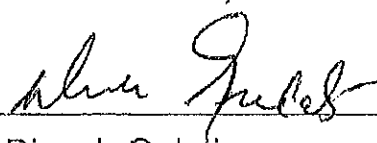
g. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members 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.

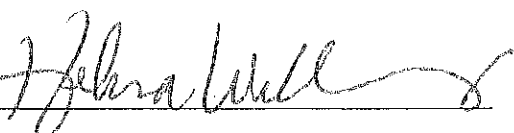
5. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for remainder of the Term.

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

IIT INC.

By:   
Name: Dinesh Gulati  
Title: Managing Director  
Date: 9/6/2018

NASSAU COUNTY


By:   
Name: Helena Williams  
Title: Deputy County Executive  
Date: 2/7/19

PLEASE EXECUTE IN BLUE INK

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

On the 6 day of Sep in the year 2018 before me personally came  
Dinesh Gulati 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  
Managing Director of IIT 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.

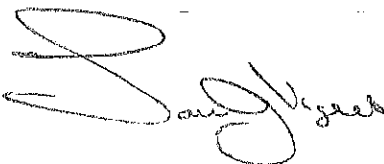
NOTARY PUBLIC

  
JEAN GUIDO  
Notary Public, State of New York  
No. 01GU6077147  
Qualified in Suffolk County  
Term Expires 2/2/19

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

On the 7 day of February in the year 19 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. #01V6190782  
COMM. EXP. 08/04/2018  
COMMISSIONED IN NASS COUNTY