



Certified:

E-35-21

Filed with the Clerk of the
Nassau County Legislature
March 1, 2021 4:31pm

NIFS ID:CQIT21000001 Department: Information Technology

Capital:

SERVICE: GIS

Contract ID #:CQIT21000001

NIFS Entry Date: 07-JAN-21

Term: from 01-MAR-21 to 29-FEB-24

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

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

Vendor Info:	
Name: LiRo GIS, Inc.	Vendor ID#: 112720418 01
Address: 3 Aerial Way	Contact Person: Richard Annitto
Syosset, NY 11791	
	Phone:

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

Routing Slip

Department	NIFS Entry: X	07-JAN-21 -- CCAPOLONGO
Department	NIFS Approval: X	07-JAN-21 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	12-JAN-21 -- IQURESHI
OMB	NIFS Approval: X	07-JAN-21 -- SDEWS
County Atty.	Insurance Verification: X	07-JAN-21 -- AAMATO
County Atty.	Approval to Form: X	07-JAN-21 -- MMISRA
CPO	Approval: X	25-JAN-21 -- KOHAGENCE

DCEC	Approval: X	26-JAN-21 -- JCHIARA
Dep. CE	Approval: X	23-FEB-21 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	01-MAR-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

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

Method of Procurement: RFP

Procurement History: The Contract was entered into after a written request for proposals was issued on July 20, 2020. Potential proposers were made aware of the availability of the RFP by advertisement in _Newsday_, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 27, 2020. Seven proposals were received and evaluated. The evaluation committee consisted of: Erick Bautista (IT), Steven Barry (IT), Daniel Ross (Assessment), Debra Chaffee Davis (PD), Sean Sallie (DPW). The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected.

Description of General Provisions: For each of the GIS Support Services requested, the Contractor shall be required to prepare and submit a Statement of Work (SOW) and for all future changes in the SOW, detailing the scope, staffing plan, schedule and cost specific to the GIS Support Service being requested. The following illustrates services that may be requested in future SOWs as described above.

- i. Contractor shall provide on-call user support including problem resolution.
- ii. The Contractor shall perform data maintenance as required or as directed by the County. Data maintenance shall include, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities.
- iii. The Contractor shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to:
 - a. Developing GIS Web Services
 - b. Developing GIS Web Applications
 - c. Developing Geoprocessing tools

- iv. The Contractor shall provide Systems Administration and Support.
- v. The Contractor shall provide support for implementing software upgrades.

Impact on Funding / Price Analysis: Maximum amount of \$2,000,000.00. Partial Encumbrance of \$400,000.00.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

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

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	\$ 400,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 400,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
01	ITGEN1750/DE505	\$ 400,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 400,000.00

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND LIRO GIS, INC. (“LIRO”).

WHEREAS, the County has negotiated a personal services agreement with LiRo for Geographic Information Systems (“GIS”) Support Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



Nassau County Interim Finance Authority

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

1. Vendor: LiRo GIS, Inc.

2. Dollar amount requiring NIFA approval: \$2000000

Amount to be encumbered: \$400000

This is a New

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

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

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

3. Contract Term: 3/1/2021-2/29/2024

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

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:

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

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
CQIT15000001	04-AUG-20	300,000.00
CQIT20000003	06-JAN-21	95,000.00
CQIT15000015	07-JUL-20	150,000.00

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

12-JAN-21

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: LiRo GIS, Inc.

CONTRACTOR ADDRESS: 3 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 11-2720418

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. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on July 20, 2020. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 27, 2020. Seven proposals were received and evaluated. The evaluation committee consisted of: Erick Bautista (IT), Steven Barry (IT), Daniel Ross (Assessment), Debra Chaffee Davis (PD), Sean Sallie (DPW). The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected.

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

The contract was originally executed by Nassau County on . 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. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LIST net websites. Proposals were due on. Four proposals were received and evaluated. The evaluation committee consisted of: . The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected.

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

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

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

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

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

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

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

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

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

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

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

X. ☐ Vendor will not require any sub-contractors.

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


Department Head Signature

12/21/20
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?

Friends of Edward Mangano
Friends of Norma Gonsolves
Lewis Yevoli
Steven Labriola
Jack Martins
Rose Walker
Richard Nicoello
Laura Curran
Jack Schnirman
Jennifer Garber
Friends of James Kennedy

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:
Rocco L. Trotta, PE [TROTAR@LIRO.COM]

Dated: 11/13/2020 08:59:32 AM

Vendor: LiRo GIS, Inc.

Title: Chairman, CEO, President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NO/NONE

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

NO/NONE

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

NO/NONE

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

NO/NONE

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

NO/NONE

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE [TROTAR@LIRO.COM]

Dated: 11/13/2020 08:59:49 AM

Vendor: LiRo GIS, Inc.

Title: Chairman, CEO, President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Rocco L. Trotta, PE
Date of birth: 08/16/1947
Home address: 66 I.U. Willets Road
City: Old Westbury State/Province/Territory: NY Zip/Postal Code: 11568
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 5169385476

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

List of other addresses and telephone numbers attached

Type	<u>Business</u>
Description	
Address	<u>538 Spruce Street, Suite 506</u>
City	<u>Scranton</u> State/Province/Territory: <u>PA</u> Zip/Postal Code: <u>18503</u>
Country	<u>US</u>
Phone	<u>(570) 963-7713</u>

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

Type	<u>Business</u>
Description	
Address	<u>529 Main Street, Suite 3303</u>
City	<u>Boston</u> State/Province/Territory: <u>MA</u> Zip/Postal Code: <u>02129</u>
Country	<u>US</u>
Phone	<u>(617) 723-7100</u>

Type	<u>Business</u>
Description	
Address	<u>690 Delaware Avenue</u>
City	<u>Buffalo</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>14209</u>
Country	<u>US</u>

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

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

President		Treasurer	
Chairman of Board	08/07/2018	Shareholder	08/07/2018
Chief Exec. Officer	10/30/0020	Secretary	
Chief Financial Officer	10/30/0020	Partner	
Vice President			
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Prior to 10/30/20, Mr. Trotta was the principle owner of the following LiRo affiliated companies:

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

Additional companies owned by Mr. Trotta are attached.

1 File(s) Uploaded: Non LiRo RT Companies.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
9. a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

See Attached

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

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

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

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

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Rocco L. Trotta, PE [TROTTAR@LIRO.COM]

Chairman, CEO, President

Title

11/13/2020 08:59:00 AM

Date

Question 11

Sukhmany Construction

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

Family Intake Center

LiRo Program and Construction Management, PE P.C. ("LiRo"), was retained by the City of New York Department of Design and Construction ("DDC") to provide construction management services during construction of the New Family Intake Center project in the Bronx, New York and maintenance services at the facility for approximately one year following construction. In January 2012, LiRo was notified that a City of New York Department of Investigation ("DOI") investigation was being conducted of certain individuals providing maintenance services at the facility. The company was informed that the DOI was investigating the possibility that certain refrigeration licenses possessed by IBEW Local 94 members performing maintenance services at the facility were fraudulent. The DOI has completed its investigation, which was focused on the individuals working at the Intake Center. Neither LiRo, its owner, officers nor senior managers were found to have any knowledge of or involvement with the issue under investigation. This matter is closed.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Bailey, PE
Date of birth: 06/06/1962
Home address: 23 Cobblers Lane
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746
Country: US

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

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

List of other addresses and telephone numbers attached

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

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

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

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

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

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

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

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

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

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

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

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

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

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

taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

See Attached

1 File(s) Uploaded: PQ Question 11 (1).pdf

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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LiRo GIS, Inc.

Name of submitting business

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

Michael Bailey, PE [BAILEYM@LIRO.COM]

Executive Vice President

Title

11/13/2020 09:14:51 AM

Date

Question 11

Sukhmany Construction

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

Family Intake Center

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PRINCIPAL QUESTIONNAIRE FORM

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

1. Principal Name: Lawrence H. Blond, PE
Date of birth: 02/08/1957
Home address: 30 Martin Place
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US

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

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	100 Duffy Avenue, Suite 402
City	Hicksville State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11801</u>
Country	US
Phone	(516) 595-2900

Type	Business
Description	
Address	85 Allen Street, Suite 300
City	Rochester State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>14608</u>
Country	US
Phone	(585) 287-8833

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City State/Province/Territory: <u>NJ</u> Zip/Postal Code: <u>07302</u>
Country	US
Phone	(732) 409-6953

Type	Business
Description	
Address	538 Spruce Street, Suite 506
City	Scranton State/Province/Territory: <u>PA</u> Zip/Postal Code: <u>18503</u>
Country	US

Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory: <u>CT</u>	Zip/Postal Code: <u>06902</u>
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory: <u>MA</u>	Zip/Postal Code: <u>02129</u>
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory: <u>ME</u>	Zip/Postal Code: <u>04103</u>
Country	US		
Phone	(207) 582-2400		
Type	Business		
Description			
Address	One State Street Plaza, 28th Floor		
City	New York	State/Province/Territory: <u>NY</u>	Zip/Postal Code: <u>10004</u>
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory: <u>NY</u>	Zip/Postal Code: <u>14209</u>
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory: <u>NY</u>	Zip/Postal Code: <u>11501</u>
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory: <u>NY</u>	Zip/Postal Code: <u>11357</u>
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory: <u>NY</u>	Zip/Postal Code: <u>11211</u>
Country	US		

Phone

(718) 782-0267

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

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

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

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

YES ☐ NO ☒ If Yes, provide details.

--

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

YES ☐ NO ☒ If Yes, provide details.

--

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

YES ☒ NO ☐ If Yes, provide details.

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

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
 YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.
 See Attached

1 File(s) Uploaded: PQ Question 11 (1).pdf

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

license held?

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

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

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

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Lawrence H. Blond, PE [BLONDL@LIRO.COM]

Executive Vice President

Title

11/13/2020 09:17:01 AM

Date

Question 11

Sukhmany Construction

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

Family Intake Center

LiRo Program and Construction Management, PE P.C. ("LiRo"), was retained by the City of New York Department of Design and Construction ("DDC") to provide construction management services during construction of the New Family Intake Center project in the Bronx, New York and maintenance services at the facility for approximately one year following construction. In January 2012, LiRo was notified that a City of New York Department of Investigation ("DOI") investigation was being conducted of certain individuals providing maintenance services at the facility. The company was informed that the DOI was investigating the possibility that certain refrigeration licenses possessed by IBEW Local 94 members performing maintenance services at the facility were fraudulent. The DOI has completed its investigation, which was focused on the individuals working at the Intake Center. Neither LiRo, its owner, officers nor senior managers were found to have any knowledge of or involvement with the issue under investigation. This matter is closed.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Burton, PE
Date of birth: 08/01/1962
Home address: 109 Random Farms Drive
City: Chappaqua State/Province/Territory: NY Zip/Postal Code: 10514
Country: US

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

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

List of other addresses and telephone numbers attached

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

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

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

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

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

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

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

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

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

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

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9. a. Is there any felony charge pending against you?

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

taken.

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

See Attached

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

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

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

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

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

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

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LiRo GIS, Inc.

Name of submitting business

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

Michael Burton, PE [BURTONM@LIRO.COM]

Executive Vice President & National Operations Manager

Title

11/13/2020 09:07:43 AM

Date

Question 11

Sukhmany Construction

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

Family Intake Center

LiRo Program and Construction Management, PE P.C. ("LiRo"), was retained by the City of New York Department of Design and Construction ("DDC") to provide construction management services during construction of the New Family Intake Center project in the Bronx, New York and maintenance services at the facility for approximately one year following construction. In January 2012, LiRo was notified that a City of New York Department of Investigation ("DOI") investigation was being conducted of certain individuals providing maintenance services at the facility. The company was informed that the DOI was investigating the possibility that certain refrigeration licenses possessed by IBEW Local 94 members performing maintenance services at the facility were fraudulent. The DOI has completed its investigation, which was focused on the individuals working at the Intake Center. Neither LiRo, its owner, officers nor senior managers were found to have any knowledge of or involvement with the issue under investigation. This matter is closed.

PRINCIPAL QUESTIONNAIRE FORM

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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: Alfred Bereche
Date of birth: 11/20/1964
Home address: 49 Wintercross Lane
City: East Northport State/Province/Territory: NY Zip/Postal Code: 11731
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 5169385476

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	<u>One State Street Plaza</u>
City	<u>New York</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>10004</u>
Country	<u>US</u>
Phone	<u>(212) 563-0280</u>
Type	Business
Description	
Address	<u>141-07 20th Avenue, Suite 403</u>
City	<u>Whitestone</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11357</u>
Country	<u>US</u>
Phone	<u>(718) 445-5295</u>
Type	Business
Description	
Address	<u>703 Lorimer Street</u>
City	<u>Brooklyn</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11211</u>
Country	<u>US</u>
Phone	<u>(718) 782-0267</u>
Type	Business
Description	
Address	<u>85 Allen Street, Suite 300</u>
City	<u>Rochester</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>14608</u>
Country	<u>US</u>

Phone	(585) 287-8833		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 406-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 East Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	03/23/2011
Chief Financial Officer	_____	Partner	_____
Vice President	12/01/2015		
(Other)			

Type	Description	Start Date
Other	Senior Vice President, General Counsel, Secretary	10/24/2018

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Mr. Bereche is an officer of the following companies:
 LiRo Program and Construction Management, Inc.
 LiRo Constructors, Inc.
 Monitor Builders, Inc.
 LiRo Engineers, 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.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, NYC and NYS agencies.

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

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

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

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

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

taken.

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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, Alfred Bereche , 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, Alfred Bereche , 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

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LiRo GIS, Inc.

Name of submitting business

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

Alfred Bereche [BERECHEA@LIRO.COM]

Senior Vice President, General Counsel, Secretary

Title

11/12/2020 08:54:52 PM

Date

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: Richard Annitto
Date of birth: 01/19/1963
Home address: 34 Chichester Avenue
City: Amityville State/Province/Territory: NY Zip/Postal Code: 11701
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 5169385476

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

List of other addresses and telephone numbers attached

Type	<u>Business</u>
Description	
Address	<u>1266 East Main Street, Soundview Plaza, Suite 700R</u>
City	<u>Stamford</u> State/Province/Territory: <u>CT</u> Zip/Postal Code: <u>06902</u>
Country	<u>US</u>
Phone	<u>(203) 992-4560</u>

Type	<u>Business</u>
Description	
Address	<u>529 Main Street, Suite 3303</u>
City	<u>Boston</u> State/Province/Territory: <u>MA</u> Zip/Postal Code: <u>02129</u>
Country	<u>US</u>
Phone	<u>(617) 723-7100</u>

Type	<u>Business</u>
Description	
Address	<u>500 Washington Avenue</u>
City	<u>Portland</u> State/Province/Territory: <u>ME</u> Zip/Postal Code: <u>04103</u>
Country	<u>US</u>
Phone	<u>(207) 582-2400</u>

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

Phone	(585) 287-8833		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 406-6953		
Type	Business		
Description			
Address	One State Street Plaza		
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 403		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		

Phone (570) 963-7713

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/18/2018		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard Annitto [ANNITTOR@LIRO.COM]

Vice President

Title

11/12/2020 08:13:23 PM

Date

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: Joseph Massa
Date of birth: 10/26/1961
Home address: 26 Fairhaven Blvd, Apt D4
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 5169385476

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

List of other addresses and telephone numbers attached

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

Type	Business
Description	
Address	<u>141-07 20th Avenue, Suite 403</u>
City	<u>Whitestone</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11357</u>
Country	<u>US</u>
Phone	<u>(718) 445-5295</u>

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

Type	Business
Description	
Address	<u>100 Duffy Avenue, Suite 402</u>
City	<u>Hicksville</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11801</u>
Country	<u>US</u>

Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 406-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 East Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		
Phone	(207) 582-2400		
Type	Business		
Description			
Address	One State Street Plaza		
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		

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

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

Type	Description	Start Date
Other	Senior Vice President/CAO	10/01/2018
Other	Executive Vice President, COO	10/20/2020

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Mr. Massa is an officer for the following companies:
LiRo Engineers, Inc.
LiRo Constructors, Inc.
LiRo Program and Construction Management, Inc.
Monitor Builders, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have had numerous contracts with Nassau County, Suffolk County, NYC and NYS agencies.

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

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

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

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

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

taken.

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Joseph Massa [MASSAJ@LIRO.COM]

Executive Vice President/COO

Title

11/12/2020 08:43:35 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Lawrence Roberts
Date of birth: 04/03/1951
Home address: 20 Whitman Road
City: Great Neck State/Province/Territory: NY Zip/Postal Code: 11023
Country: US

Business Address: 3 Aerial Way
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791
Country: US
Telephone: 5169385476

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

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	1266 East Main Street, Soundview Plaza, Suite 700R
City	Stamford
Country	US
Phone	(203) 992-4560
State/Province/Territory:	CT
Zip/Postal Code:	06902

Type	Business
Description	
Address	529 Main Street, Suite 3303
City	Boston
Country	US
Phone	(617) 723-7100
State/Province/Territory:	MA
Zip/Postal Code:	02129

Type	Business
Description	
Address	500 Washington Avenue
City	Portland
Country	US
Phone	(207) 582-2400
State/Province/Territory:	ME
Zip/Postal Code:	04103

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

Phone	(585) 287-8833		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 406-6953		
Type	Business		
Description			
Address	One State Street Plaza		
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 403		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	04/03/2000	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Senior Vice President/CFO	04/03/2000

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

An officer of the following LiRo affiliate companies:
 LiRo Engineers, Inc.
 LiRo Program and Construction Management, Inc.
 LiRo Constructors, Inc.
 Monitor Builders, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have had numerous contract with various Nassau County, Suffolk County, New York City and New York State agencies.

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

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

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

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

taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

LiRo GIS, Inc.

Name of submitting business

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

Lawrence Roberts [ROBERTSL@LIRO.COM]

Senior Vice President/CFO

Title

11/12/2020 08:28:28 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: 11/12/2020

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

2) Address of Place of Business: 3 Aerial Way

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

Country: US

Address: One State Street Plaza, 28th Floor

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

Country: US

Start Date: _____ End Date: _____

Address: 690 Delaware Avenue

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

Country: US

Start Date: _____ End Date: _____

Address: 235 East Jericho Turnpike

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

Country: US

Start Date: _____ End Date: _____

Address: 141-07 20th Avenue, Suite 503

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

Country: US

Start Date: _____ End Date: _____

Address: 703 Lorimer Street

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

Country: US

Start Date: _____ End Date: _____

Address: 100 Duffy Avenue, Suite 402

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

Country: US

Start Date: _____ End Date: _____

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

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

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

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

Address: 529 Main Street, Suite 3303
City: Boston State/Province/Territory: MA Zip/Postal Code: 02129
Country: US
Start Date: _____ End Date: _____

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

3) Mailing Address (if different): _____

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

Country: _____

Phone: (516) 938-5476

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

4) Dun and Bradstreet number: 621791599

5) Federal I.D. Number: 11-2720418

6) The proposer is a: Corporation (Describe) _____

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

YES ☒ NO ☐ If yes, please provide details:

LiRo GIS, Inc. shares office space, staff, and equipment expenses with its affiliates:

LiRo Program and Construction Management, PE P.C.

LiRo Architects + Planners, P.C.

LiRo Architects & Engineers West, P.C.

LiRo Architects & Engineers, P.C. (CT)

LiRo Architects & Engineers, P.C. (PA)

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo Engineers, Inc.

Monitor Builders, Inc.

RLT Engineering, Geology and Land Surveying, P.C.

DAI, Inc.

DiGiorgio Associates, Inc.

James LaSala & Associates

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:

1 File(s) Uploaded: BH Question 9 GIS.pdf

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.

Notwithstanding that the entity discussed in the attached document is not an affiliate, LiRo GIS provides the

attached for information.

1 File(s) Uploaded: STC -Exhibit A GIS.pdf

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

See Attached

1 File(s) Uploaded: bhf Question 13 11.1.pdf

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

17 Conflict of Interest:

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

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

No Conflict Exists, to the best of our knowledge.

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

No Conflict Exists, to the best of our knowledge.

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

No Conflict Exists, to the best of our knowledge.

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

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

08/07/2018

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

None - LiRo GIS, Inc is 100% owned by RT Asset Holdings, LLC

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

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

Rocco L. Trotta, 66 I.U. Willets Rd, Old Westbury, NY 11568, Chairman, CEO, President
Michael Burton, 106 Random Farms Drive, Chappaqua, NY 10514, EVP & National Operations Manager
Michael Bailey, 23 Cobblers Lane, Dix Hills, NY 11746, Executive Vice President
Lawrence Blond, 30 Martin Place, Syosset, NY 11791, Executive Vice President
Alfred Bereche, 49 Wintercress Lane, East Northport, NY 11731 SVP, General Counsel, Secretary
Lawrence Roberts, 20 Whitman Road, Great Neck, NY 11023, SVP, CFO
Joseph Massa, 26 Fairhaven Blvd., Woodbury, NY 11797, EVP, COO
Richard Annitto, 34 Chichester Ave., Amityville, NY 11701, Vice President

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

28

vi) Annual revenue of firm;

4954000

vii) Summary of relevant accomplishments

See attached

1 File(s) Uploaded: Question 17-A-vii Bus History.pdf

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

B. Indicate number of years in business.

35

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

The LiRo Group's staff of 894 professionals includes 101 licensed Professional Engineers and 24 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

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

Company	Town of Hempstead Department of Engineering		
Contact Person	Douglas Tuman, PE, Esq		
Address	Town Plaza		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #			
E-Mail Address	dougum@tohmail.com		

Company	Suffolk County Department of Public Works		
Contact Person	Alex Prego, PE		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4081		
Fax #	(631) 852-4079		
E-Mail Address	alex.prego@suffolkcountyny.gov		

Company	New York City Department of Information Technology and Telecommunications		
Contact Person	Jeff Norris		
Address	2 Metro Tech Center		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(718) 923-3656		
Fax #			
E-Mail Address	jnorris@doitt.nyc.gov		

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

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

CERTIFICATION

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

Name of submitting business: LiRo GIS, Inc.

Electronically signed and certified at the date and time indicated by:
Rocco L. Trotta, PE [TROTAR@LIRO.COM]

Chairman, CEO, President
Title

11/13/2020 11:44:32 AM
Date

Question 9

RT Asset Holdings, LLC is the entity that owns and controls LiRo Engineers, Inc.

LiRo Affiliated Companies include:

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

Exhibit A - Structure Tone Affiliate Regulatory Disclosure

LiRo GIS, Inc. is an independent operating company. LiRo GIS, Inc., shares common ownership and management with other legal operating companies, referred to informally as the Structure Tone Organization (STO).

Within the past five (5) years, neither LiRo GIS, Inc., nor any of its officers, or managerial employees have been investigated by any government agency, including but not limited to federal, state and local regulatory agencies. Nevertheless, in the interests of full disclosure, LiRo GIS, Inc. discloses the following with respect to one STO company, specifically, Structure Tone, Inc. (subsequently reorganized under new ownership as Structure Tone, LLC):

An investigation by the New York County District Attorney's Office ("District Attorney") revealed that, on certain Construction Manager at Risk projects during the period of 2005 through 2009, a Structure Tone entity – Structure Tone, Inc. ("STI"), which was subsequently reorganized under new ownership as Structure Tone, LLC – did not maintain proper business records related to certain procurement practices, causing inconsistencies in its billing processes. The relevant conduct pertaining to the investigation ceased in 2009 after company record keeping and invoicing practices were improved. Specifically STI, as confirmed by the District Attorney, undertook a series of significant steps to enhance its corporate compliance program, increase transparency in its purchasing practices, and institute new measures to improve its business practices. On April 30, 2014, as a result of the prior conduct, STI reached a corporate settlement with the District Attorney and pleaded guilty to one count of Falsifying Business Records pursuant New York State Penal Law § 175.10. STI was sentenced to a conditional discharge that required the company (and a related entity) to make a collective payment to the New York State Asset Forfeiture Fund in the amount of \$55 million. No employees of STI, nor any key executives, were arrested, charged, pleaded guilty or otherwise convicted of criminal conduct as a result of the investigation. The District Attorney did not impose a monitor or mandate any changes to Structure Tone's now-existing Compliance Program.

Structure Tone is guided daily by a comprehensive corporate compliance program. The company takes matters of integrity and compliance seriously and, should information be brought to our attention that is pertinent to our business relationship with your firm, we will advise you accordingly. Should you have any further questions, please contact Structure Tone's General Counsel, David Cahill, at (212) 251-9240, or its Chief Ethics and Compliance Officer, Brian Fields, at (212) 251-9279. For more information on Structure Tone's global compliance program, please see <https://structuretone.com/compliance> or contact Brian Fields.

Question 13

Sukhmany Construction

On or about March 29, 2016 LiRo Program and Construction Management, PE P.C. ("LiRo") entered into a Stipulation of Settlement with the Office of the Comptroller of the City of New York to resolve a prevailing wage violations against Sukhmany Construction, Inc., in connection with work performed by Sukhmany Construction, Inc., on a NYCSCA project from the period of December 2012 to December 2013. LiRo provided Construction Management Services in connection with the emergency response program at various public schools in all five boroughs. LiRo awarded subcontracts to Sukhmany Construction, Inc. Sukhmany Construction, Inc., misclassified its' employees and as a result failed to pay the prevailing rate of wages and benefits to several workers. Accordingly, LiRo agreed to pay \$8,846.50 to satisfy Sukhmany Construction, Inc., underpayment obligation. LiRo acknowledges that pursuant to Labor Law Section 223 it is financially responsible; however, LiRo's financial responsibility is not and shall not be considered a willful violation for the purposes of Labor Law Section 220-b (3)(b) and LiRo was not responsible for the payment of any penalty. This matter is closed.

Family Intake Center

LiRo Program and Construction Management, PE P.C. ("LiRo"), was retained by the City of New York Department of Design and Construction ("DDC") to provide construction management services during construction of the New Family Intake Center project in the Bronx, New York and maintenance services at the facility for approximately one year following construction. In January 2012, LiRo was notified that a City of New York Department of Investigation ("DOI") investigation was being conducted of certain individuals providing maintenance services at the facility. The company was informed that the DOI was investigating the possibility that certain refrigeration licenses possessed by IBEW Local 94 members performing maintenance services at the facility were fraudulent. The DOI has completed its investigation, which was focused on the individuals working at the Intake Center. Neither LiRo, its owner, officers nor senior managers were found to have any knowledge of or involvement with the issue under investigation. This matter is closed.

Summary of relevant accomplishments:

LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

COUNTY OF NASSAU

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

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

Address: 3 Aerial Way

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

Country: US

2. Entity's Vendor Identification Number: 11-2720418

3. Type of Business: Closely Held Corp (specify) _____

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

1 File(s) uploaded ccvd Question 4 GIS.pdf

No principals have been attached to this form.

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

If none, explain.

NONE - LiRo GIS, Inc. is 100% owned by RT Asset Holdings, LLC.

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

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

LiRo Program and Construction Management, PE P.C.

LiRo Architects + Planners, P.C.

LiRo Architects & Engineers West, P.C.

LiRo Architects & Engineers, P.C. (CT)

LiRo Architects & Engineers, P.C. (PA)

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

LiRo Engineers, Inc.

Monitor Builders, Inc.

RLT Engineering, Geology and Land Surveying, P.C.

DAI, Inc.

DiGiorgio Associates, Inc.

James LaSala & Associates

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

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning

Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

Rocco L. Trotta, PE [TROTSTAR@LIRO.COM]

Dated: 11/13/2020 09:05:53 AM

Title: Chairman, CEO, President

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

Question 4 – List of Principals

Rocco L. Trotta, PE, 66 I.U. Willets Rd, Old Westbury, NY 11560

Michael Burton, PE, 106 Random Farms Drive, Chappaqua, NY 10514

Michael Bailey, PE, 23 Cobblers Lane, Dix Hills, NY 11746

Lawrence H. Blond, PE, 30 Martin Place, Syosset, NY 11791

Alfred Bereche, 49 Wintercress Lane, East Northport, NY 11731

Lawrence Roberts, 20 Whitman Road, Great Neck, NY 11023

Joseph Massa, 26 Fairhaven Blvd., Woodbury, NY 11797

Richard Annitto, 34 Chichester Ave., Amityville, NY 11701

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: LiRo GIS, Inc.

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

Vendor's EIN or TIN: 112720418

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
11/13/2020 08:59:32 AM

Lobbyist Registration and Disclosure Form:
11/13/2020 08:59:49 AM

Business History Form certified:
11/13/2020 11:44:32 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
11/13/2020 09:05:53 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Rocco L. Trotta, PE [TROTTAR@LIRO.COM]	11/13/2020 08:59:00 AM
Lawrence H. Blond, PE [BLONDL@LIRO.COM]	11/13/2020 09:17:01 AM
Michael Bailey, PE [BAILEYM@LIRO.COM]	11/13/2020 09:14:51 AM
Michael Burton, PE [BURTONM@LIRO.COM]	11/13/2020 09:07:43 AM
Richard Annitto [ANNITTOR@LIRO.COM]	11/12/2020 08:13:23 PM
Alfred Bereche [BERECHEA@LIRO.COM]	11/12/2020 08:54:52 PM
Joseph Massa [MASSAJ@LIRO.COM]	11/12/2020 08:43:35 PM
Lawrence Roberts [ROBERTSL@LIRO.COM]	11/12/2020 08:28:28 PM

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

I 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."

Rocco L. Trotta, PE

Name

Chairman, CEO, President

Title

LiRo GIS, Inc.

Name of Submitting Entity

11/13/2020 12:07:09 PM

Date

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "**Agreement**"), dated as of the date (the "**Effective Date**") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "**County**"), acting for and on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, NY 11501 (the "**Department**" or "**NCIT**") and (ii) LiRo GIS Inc. having its principal office at 3 Aerial Way, Syosset, NY 11791 (the "**Contractor**").

W I T N E S S E T H:

WHEREAS, a Request for Proposals for Geographic Information Systems Support (the "**RFP**") was issued on July 20, 2020; and

WHEREAS, the Contractor submitted a proposal to provide Geographic Information Systems Support 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 March 1, 2021 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 Geographic Information Systems Support services (the "**Services**") and is described in detail in Appendix A ("**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 Two Million Dollars \$ 2,000,000.00 ("**Maximum Amount**") payable in accordance with Appendix B ("**Cost Proposal**") attached hereto and incorporated herein by reference.

(b) Partial Encumbrance. The Contractor understands that only Four Hundred Thousand Dollars (\$400,000.00) for Services is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved 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 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.

(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.

(a) ☐ 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 the County, or destroyed as required by the County. Proprietary qualified vendor materials licensed to the County shall be identified to the County by the qualified vendor prior to use or provision of Services hereunder and shall remain the property of the qualified vendor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the qualified vendor requires the development of application or systems software, all software source and object code is the property of Nassau County.

(b) ☐ In the event that a 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 GIS 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, Health Insurance Portability and Accountability Act (“HIPAA”), a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County’s registration protocol. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) ☐ Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) ☐ Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under

applicable law.

- (iii) ☐ It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) ☐ The Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) ☐ The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

9. ☐ **Confidentiality.**

(a) ☐ The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, deliverables, 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 materials, furnished to, or prepared, assembled or used by, the Contractor under this Agreement ("Confidential Information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use or the prior written consent of the County (and then only to the extent of the consent). Notwithstanding the foregoing, the following shall not be deemed "Confidential Information" information that: (i) was independently developed by Contractor without reference to the Confidential Information of the County or any breach of this Agreement; (ii) was at the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Contractor; (iii) Contractor can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder; or (iv) Contractor rightfully obtained from a third party who was not, to Contractor's knowledge, under any obligations of confidentiality with respect thereto, had the right to transfer or disclose it and who provided it not subject to any confidentiality obligation.

(b) ☐ Contractor shall use County Confidential Information solely for the purpose of providing Services pursuant to and in accordance with this Agreement. Such Confidential Information will be returned to the County upon completion of the Services.

(c) If the Contractor is or becomes a "Business Associate" as defined in the Health Insurance Portability and Accountability Act ("HIPAA") pursuant to 45 CFR Section 160.103, with respect to any of the services under this Agreement, then the Contractor shall comply with and enter into a Business Associate Agreement with the Department.

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

(e) Non-Disclosure Agreement (NDA). In furtherance of this Section, Contractor and Contractor Agents, including subcontractors providing services under this Agreement shall be required to enter into an NDA pursuant to Appendix C.

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

10. 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.

11. Contractor Personnel.

(a) The Contractor shall require that all Contractor personnel providing Services under this Agreement to comply with all reasonable security requirements of the County.

(b) Key Personnel.

- (i) The Contractor acknowledges that the Contractor personnel providing Services under this Agreement have unique skills, knowledge, training and experience such that the Contractor's representation that it will engage or employ such individuals to perform the Services was a material consideration in the award of this Agreement to the Contractor ("Key Personnel"). Except as otherwise agreed to by the parties in writing, the Contractor's engagement or employment of Key Personnel to perform the Services or their replacements made in accordance with this Section is an obligation of the Contractor.
- (ii) Except as otherwise agreed to by the parties in writing, it is the intent of the parties that Key Personnel initially assigned to perform work under the Agreement continue through completion of the Services or such time as the parties mutually agree that an individual's responsibilities have been fulfilled under the Agreement. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the Contractor's control, as permitted by the County.
- (iii) Within five (5) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which appointment is subject to approval by the County, not to be unreasonably

withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such transition period, including through other Contractor resources providing services remotely. The Contractor shall deploy commercially reasonable efforts to ensure a smooth transition between the departing and newly-assigned individuals at no additional cost to the County, which transition must include the provision of knowledge transfer documentation, cooperation between the former and newly-assigned individuals, and an overlap, to the extent possible, in the assignment of the former and newly-assigned individual for a duration of a maximum of ten (10) business days, unless County consents to a longer period.

- (iv) ☐ 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 the 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.

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

(b) ☐ 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.

13. ☐ **Subcontracting.**

(a) ☐ The Contractor shall only subcontract work in conformance with Section 12 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.

14. ☐ Ownership of Work Product/Right to Works.

(a) Any reports, documents, data, photographs, Deliverables, and/or other materials provided to the Contractor by the County shall remain the property of the County and any reports, documents, data, photographs, Deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement shall be considered "Work Product". Work Product shall upon its creation become the exclusive property of the County. The County may use any Work Product prepared by the Contractor in such manner, for such purposes, and as often as the County may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the Contractor.

(b) The Work Product shall be considered "work-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 is the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent such Work Product does not qualify as "work-made-for hire", the Contractor hereby irrevocably transfers, assigns and conveys 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 Work Product, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Work Product, and they shall be used by the Contractor for no other purpose without the prior written permission of the County. This Section will not be construed as limiting Contractor from performing consulting services similar to the Services or provide deliverables and work product similar to the Work Product for or to other persons, provided that Contractor does so in compliance with the terms and conditions of this Agreement and does not breach the County's rights.

(c) In no case shall this Section apply to, or prevent the Contractor from asserting or protecting its rights in, and in no case shall Work Product include, any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement, as well as any improvement made to such pre-existing material, irrespective of the moment at which it was produced.

(d) Contractor shall promptly and fully inform the County, in writing, of any intellectual property dispute, whether existing or potential, of which Contractor has knowledge, relating to any Work Product related to the subject matter of this Agreement or coming to Contractor's attention 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) **Infringement Indemnification.**

- (i) ☐ The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("**Losses**") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.
- (ii) ☐ In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance,

or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

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

(iv) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety 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.

(f) 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 one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

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 "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.

(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 to 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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. **Appendices, Exhibits and Attachments.**

The following exhibits and appendices are attached hereto and are made a part of this Agreement:

- (i) ☐ Appendix A: Scope of Services & Procedures
- (ii) ☐ Appendix B: Cost of Services
- (iii) ☐ Appendix C: Non-Disclosure Agreement (NDA)
- (iv) ☐ Appendix EE: Equal Employment Opportunities for Minorities and Women
- (v) ☐ Appendix L: Certificate of Compliance

27. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of Five hundred and thirty -three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

28. **Financial Deterioration of Contractor.** 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. **Executory Clause.** Notwithstanding any other provision of this Agreement:

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

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

30. **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 Effective Date.

LiRo GIS.

By: 

Name: Richard Annitto

Title: Vice President

Date: 12/10/2020

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 10 day of December in the year 2020 before me personally came Richard ANITO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the VICE PRESIDENT of TAE LILO GROUP, 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

CAMILLE MATTINA
Notary Public, State of New York
No. 01MA6093049
Qualified in Nassau County
Commission Expires May 27, 2023

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

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

NOTARY PUBLIC

APPENDIX A

SCOPE OF SERVICES & PROCEDURES

GIS Services:

For each of the GIS Support Services requested the Contractor shall be required to prepare and submit a Statement of Work (“SOW”) and for all future changes in the SOW, detailing the scope, staffing plan, schedule and cost specific to the GIS Support Service being requested. The proposed costs in each SOW shall be in accordance with the titles and rates in Appendix B – Cost. The County shall review the SOW to ensure that it meets the needs of the County in terms of scope, staffing and schedule. Upon completion of the review by the County, the County shall either (i) issue written instructions to the selected Contractor indicating any revisions to the SOW or (ii) issue a written Notice to Proceed with work on the GIS Support Service being contemplated. The Contractor shall not perform any work until such written Notice to Proceed has been issued. The following illustrates services that may be requested in future SOW’s as described above.

Minimum Services:

- i. ☐ Contractor shall provide on-call user support including problem resolution.
- ii. ☐ The Contractor shall perform data maintenance as required or as directed by the County. Data maintenance shall include, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities.
- iii. ☐ The Contractor shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to:

- Developing GIS Web Services
- Developing GIS Web Applications
- Developing Geoprocessing tools

- iv. ☐ The Contractor shall provide Systems Administration and Support.
- v. ☐ The Contractor shall provide support for implementing software upgrades.

APPENDIX B*
COST

Title	Billing Rate	Nassau County Discount	Nassau County Discounted Rate	Nassau County Overtime Rate
Project Manager -Entry	\$112.18	2.00%	\$109.94	\$109.94
Project Manager I	\$160.16	2.00%	\$156.96	\$156.96
Project Manager II	\$187.25	2.00%	\$183.51	\$183.51
Project Manager III	\$200.78	2.00%	\$196.76	\$196.76
Programmer Analyst -Entry	\$84.13	2.00%	\$82.45	\$82.45
Programmer Analyst I	\$121.09	2.00%	\$118.67	\$118.67
Programmer Analyst II	\$150.26	2.00%	\$147.25	\$147.25
Programmer Analyst III	\$200.78	2.00%	\$196.76	\$196.76
GIS Specialist - Entry	\$75.14	2.00%	\$73.64	\$73.64
GIS Specialist I	\$120.21	2.00%	\$117.81	\$117.81
GIS Specialist II	\$160.28	2.00%	\$157.07	\$157.07
GIS Specialist III	\$185.33	2.00%	\$181.62	\$181.62

*For the optional 2 (two) year renewal periods, parties will discuss and mutually agree to any hourly rate increases not to exceed 3%.

PROGRAM DESCRIPTION AND STAFFING

I. Definition of Skills

Project Managers:

Project Manager (Entry Level) - Less than 2 years experience in overseeing small scaled, non-complex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 5; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Issuing Entity.

Project Manager I - Minimum of 2 years experience in overseeing small scaled, non-complex projects, comprised of a small number of deliverables and/or a small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 10; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or Issuing Entity.

Project Manager II - Minimum 4 years experience in overseeing medium scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 10; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements; scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Issuing Entity.

Project Manager III - Minimum 8 years experience in overseeing medium to large scaled projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over 20; focal point of contact for Issuing Entity regarding project status, meetings, reporting requirements, scope changes, and financial, administrative, and technical issues and concerns raised by consultant staff or Issuing Entity.

Programmer/Analysts

Programmer/Analyst (Entry Level) - Less than 2 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptops.

Programmer/Analyst I - Minimum of 2 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptops.

Programmer/Analyst II - Minimum of 4 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Programmer/Analyst III - Minimum of 8 years experience with writing application software, data analysis, data access, data structures, data manipulation, databases, programming, testing and implementation, technical and user documentation, software conversions; environments include but are not limited to mainframe, mid-range, personal computers, laptop; available to assist and/or lead in the design of program specifications and the implementation of software solutions.

Specialists

Specialist (Entry Level) - Less than 2 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst (Entry level) Job Classification/Title as defined in a Project Definition/Specifications.

Specialist I - Minimum of 2 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst I Job Classification/Title as defined in a Project Definition/Specifications.

Specialist II - Minimum of 4 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst II Job Classification/Title as defined in a Project Definition/Specifications.

Specialist III - Minimum of 8 years experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst III Job Classification/Title as defined in a Project Definition/Specifications.

Appendix C

Non-disclosure Agreement (NDA)

WHEREAS, Nassau County Department of Information Technology (“County”) and LiRo GIS (“Contractor”) have entered into Nassau County contract number “Contract Number” known as the Geographic Information Systems Support.

WHEREAS, County require that the Contractor, and the employees, directors, officers, subcontractors or agents of Contractor (“Contractor Agent(s)”) assigned to work on County projects acknowledge the obligations of confidentiality and non-disclosure applicable to the Contractor and its employees pursuant to the Geographic Information Systems Support Contract.

NOW, THEREFORE, the Contractor and the Contractor Agent(s) acknowledge the following:

Term.

The confidentiality obligations set forth herein shall survive (i) termination of Geographic Information Systems Support Contract and (ii) termination of Contractor Agent’s employment or agency /subcontracting relationship with the Contractor.

Confidential Information.

(a) The Contractor and the Contractor Agent(s) acknowledge and understand that all records, reports, information, and data as further identified below (“Information”) acquired in connection with performance or administration of the Geographic Information Systems Support Contract shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by law.

(b) The Contractor and the Contractor Agent(s) further acknowledge and understand that in connection with performance under Geographic Information Systems Support Contract they may have access to and/or be in possession of confidential information of County (“Confidential Information”). Confidential Information shall mean information regarded by the County as confidential, including any information relating to its past or present research, development or business affairs and any proprietary products, materials or methodologies, technical data, or know-how (including, but not limited to, information relating to software, services, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the County to the Contractor and the Contractor Agent(s) either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually): (i) that has been marked as confidential; (ii) whose confidential nature has been made known by the County, orally or in writing, to the Contractor and the Contractor Agent(s); or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

Non-Disclosure.

(a) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agent(s) are obligated to hold in confidence, in the same manner as Contractor Agents hold Contractor’s

own confidential information of like kind, all Confidential Information to which they may have access under the Geographic Information Systems Support Contract; provided that in no event shall the Contractor and the Contractor Agent(s) exercise less than reasonable care to protect the Confidential Information.

(b) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agents shall not use the Confidential Information for their own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) The Contractor and the Contractor Agent(s) shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this agreement and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions.

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's or Agent'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 the Geographic Information Systems Support Contract.

Reporting.

Contractor and Agent shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Geographic Information Systems Support.

Ownership.

All Information, except the Contractor's proprietary information, to which the Contractor and Contractor Agent(s) have access is at all times the sole property of the County. Neither the Contractor nor the Contractor Agent(s) shall have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Geographic Information Systems Support Contract. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor or Contractor Agent(s), regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Geographic Information Systems Support Contract and shall be returned to the County at the termination of the Geographic Information Systems Support Contract or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Geographic Information Systems Support Contract.

Performance.

(a) Except to the extent necessary to provide services under the Geographic Information Systems Support Contract and with the consent of the County, neither the Contractor nor the Contractor Agent(s) shall attach or load any additional hardware or software to County equipment. The Contractor and the Contractor Agent(s) shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agents shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.

Neither the Contractor nor the Contractor Agent(s) shall assign or subcontract their obligations under this NDA.


Breach.

The Contractor and Contractor Agent(s) acknowledge that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor and Contractor Agent(s) agree that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor and Contractor Agent(s) shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor Agent(s) in violation of the terms and conditions of this NDA.

Severability.

If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed, and the remainder of this Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the Contractor and Contractor Agent(s) have executed this Non-Disclosure Agreement as of the date set forth below.

By: 
Name: Richard Annitto
Title: Vice President
Date: 12/19/2020

By: _____
Name: _____
Title: _____

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) ☐ Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. ☐ Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. ☐ If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. ☐ Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

- g.□ If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

ROCCO TROTTA (Name)

3 AERIAL WAY, SYOSSET, NY 11791 (Address)

516-938-5476 (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 ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

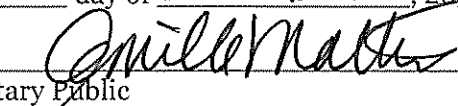
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

12/10/20
Dated


Signature of Chief Executive Officer
Rocco Trotta
Name of Chief Executive Officer

Sworn to before me this

10 day of December, 2020

Notary Public

CAMILLE MATTINA
Notary Public, State of New York
No. 01MA6093049
Qualified in Nassau County
Commission Expires May 27, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2020

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).

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Suite 700 Uniondale NY 11553	CONTACT NAME: Connor Baker PHONE (A/C, No, Ext): (516) 414-8900 E-MAIL ADDRESS: Connor.Baker@alliant.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED LiRo GIS, Inc. 3 Aerial Way Syosset NY 11791	INSURER A: LM Insurance Corporation		33600
	INSURER B: GuideOne National Insurance Co		14167
	INSURER C: Steadfast Insurance Company		26387
	INSURER D: Liberty Mutual Fire Insurance		23035
	INSURER E: Hanover Insurance Company		22292
	INSURER F: Berkley Assurance Company		39462

COVERAGES

CERTIFICATE NUMBER: 1412400973

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB5-621-095507-010	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS5-621-095507-020	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	099000394 AEC 5835019-08	11/1/2020 11/1/2020	11/1/2021 11/1/2021	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC2-621-095507-030	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Valuable Papers Pollution Liability Professional Liability	Y Y Y	Y Y Y	RHY-H360453-00 PCAB-5013071-1120	11/1/2020 11/1/2020	11/1/2021 11/1/2021	Limit \$5,000,000 Each Claim \$5,000,000 Each Claim \$10,000,000

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

Re: Geographic Information Systems Support
Nassau County is included as Additional Insured as respects Liability arising out of work performed by the Named Insured as required by written contract. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice of Cancellation

Nassau County 1550 Franklin Avenue Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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