



Certified:

E-98-21

Filed with
Clerk of Nassau County Legislature
June 7, 2021 2:20PM

NIFS ID:CLSS21000017 Department: Social Services

Capital:

SERVICE: Records Managment

Contract ID #:CQSS15000085

NIFS Entry Date: 05-APR-21

Term: from 01-APR-20 to 31-MAR-22

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

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

Vendor Info:	
Name: American Record Management Systems, Inc.	Vendor ID#: 112904582
Address: One Corporate Drive Hauppauge, NY 11788	Contact Person: Kevin Montera
	Phone: 631 231-1318

Department:
Contact Name: Helen Mary M Tyszka
Address: 60 Charles Lindbergh Blvd Uniondale, NY 11553
Phone: 516-227-7452

Routing Slip

Department	NIFS Entry: X	24-MAR-21 -- JOWEIS
Department	NIFS Approval: X	05-APR-21 -- JOWEIS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	07-APR-21 -- IQURESHI
OMB	NIFS Approval: X	05-APR-21 -- SJACOB
County Atty.	Insurance Verification: X	05-APR-21 -- AAMATO
County Atty.	Approval to Form: X	05-APR-21 -- DGREGWARE
CPO	Approval: X	11-MAY-21 -- KOHAGEN

DCEC	Approval: X	13-MAY-21 -- JCHIARA
Dep. CE	Approval: X	13-MAY-21 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	07-JUN-21 -- GCASTILLOCE
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: An amendment to an agreement with American Records Management for extension of time and additional funds for document management/storage services for the Department of Social Services. This service is required pursuant to New York State law and regulations.</p> <p>Record management services involves the offsite storage of hardcopy business files, retrieval, purging, and destruction services. The Department of Social Services is seeking to amend the contract in order to extend the term through March 31, 2022 as it is in the process of updating its procedures for document storage and management, including digitizing records and will issue an RFP for this service.</p> <p>Extension of term is necessary to ensure continuity of services in accordance with NYS law and regulations as new procedures and a contract developed, executed, and routed through the County approval process.</p>
<p>Method of Procurement: RFP was issued 12/5/14. There were three proposal received and evaluated. Americans Records Management was awarded the contract</p>
<p>Procurement History: RFP# SS1205-1444 was issued 12/5/14. There were three proposal received and evaluated. Americans Records Management was awarded the contract, they have been successfully providing this service for 20 years.</p>
<p>Description of General Provisions: The vendor will manage & maintain DSS, DOH and DHS Agencies closed files. Record management services involve the (1) offsite storage of hardcopy business files, retrieval, purging, and destruction services, as well as (2) maintenance and operation of a barcode-based computerized file tracking system. Vendor provides storage boxes and transports these boxes to off-site secure facility. This amendment will extend the term until 3/31/22.</p>
<p>Impact on Funding / Price Analysis: Federal 50% State 20% County 30%</p> <p>This amendment increases the maximum amount by \$350,000 for this 2 year term extension</p>
<p>Change in Contract from Prior Procurement: Not applicable.</p>
<p>Recommendation: (approve as submitted) Approve as submitted.</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	10	Revenue		6	SSGEN1000/DE500	\$ 350,000.00
Resp:	1000	Contract:				\$ 0.00
Object:	DE500	County	\$ 105,000.00			\$ 0.00
Transaction:	CQ	Federal	\$ 175,000.00			\$ 0.00
Project #:		State	\$ 70,000.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00

<table><tr><th colspan="2">RENEWAL</th></tr><tr><td>% Increase</td><td></td></tr><tr><td>% Decrease</td><td></td></tr></table>		RENEWAL		% Increase		% Decrease		<table><tr><td>Other</td><td>\$ 0.00</td></tr><tr><td>TOTAL</td><td>\$ 350,000.00</td></tr></table>		Other	\$ 0.00	TOTAL	\$ 350,000.00	<table><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td>TOTAL</td><td>\$ 350,000.00</td></tr></table>				\$ 0.00		TOTAL	\$ 350,000.00
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RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with American Records Management Systems, Inc. for record management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



Nassau County Interim Finance Authority

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

1. Vendor: American Records Management Systems, Inc.

2. Dollar amount requiring NIFA approval: \$350000

Amount to be encumbered: \$350000

This is a Amendment

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

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

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

3. Contract Term: 04/01/2020 - 03/31/2022

Has work or services on this contract commenced? Y _____

If yes, please explain: ongoing services

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 50

State % 20

County % 30

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:

Procedures for maintaining the DSS, DOH, and DHS agencies case record files containing client information are mandated in NYS law and regulations, including the NYS Social Services Law and the NY Codes, Rules & Regulations. Record management services involve the (1) offsite storage of hardcopy business files, retrieval, purging, and destruction services, as well as (2) maintenance and operatio

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

IQURESHI

07-APR-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.

AMENDMENT NO. IV

This AMENDMENT, dated as of April 1, 2020, (together with the exhibit hereto, this "Amendment"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) American Records Management Systems, Inc., a corporation formed under the laws of New York State, having its principal office at One Corporate Drive, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS15000085 between the County and the Contractor, executed on behalf of the County on December 14, 2015 as amended by the amendment executed on behalf of the County on August 23, 2016 as amended by the amendment executed on behalf of the County on April 28, 2017, as amended by the amendment executed on behalf of the County on April 9, 2018 the ("Original Agreement"), the Contractor provides record management services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from April 1, 2015 through March 31, 2020 (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Eight Hundred Seventy-Five Thousand Dollars and 00/100 (\$875,000.00) (the "Maximum Amount"); and

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

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2022, unless sooner terminated in accordance with the provisions of the Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00), payable for Services rendered during the renewal term, the period April 1, 2020 through March 31, 2022, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Two Hundred and Twenty-Five Thousand Dollars and 00/100 (\$1,225,000.00) (the "Amended Maximum Amount").

3. Compliance with Law. Section 6. Compliance with Law of the Original Agreement, shall be amended to add Sections 6 (e), 6 (f) and 6 (g):

6. (e) 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.

6. (f) 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.

6. (g) 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

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.


4. Budget. The rate schedule referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit "A" attached hereto, which may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department, (such amended rate schedule, the "Amended Rate Schedule").

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

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

AMERICAN RECORDS MANAGEMENT
SYSTEMS, INC.

By: 
Name: Denis Montera
Title: Vice President
Date: 4/5/21

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)

)SS.:

COUNTY OF ~~NASSAU~~)

On the 5th day of April in the year 2021 before me personally came Dennis Montero to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of American Power Management Systems, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

K. D. Hunter

NOTARY PUBLIC

KEVIN D. MONTANA
Notary Public, State of New York
No. 02MO5032624
Qualified in Suffolk County
Commission Expires 8/24/2022

EXHIBIT "A"
Amended RATE SCHEDULE

Exhibit A

**ATTACHMENT 1
DETAILED COST PROPOSAL**

VENDOR NAME: American Record Management Systems, Inc.
RFP # SS1205-1444

TRANSPORT	
<i>Transportation/Delivery</i> <i>Transport/Pickup to/from NCDSS</i>	COST
Cost for first carton (per carton)*	\$15.00
Cost for second and additional cartons (per carton)	\$1.25
<i>Emergency Delivery</i>	<i>n/a</i>
Cost for first carton (per carton)	\$35.00
Cost for additional cartons (per carton)	\$1.25

* When there is a delivery and pick-up on the same trip only one fee will apply

STORAGE AND INDEXING	
Monthly storage fee (per cubic foot)	\$0.125
Indexing and bar-coding new carton (per carton)	\$0.35
Cost for new cartons (per carton)	\$1.50

RETRIEVAL/REFILING/DOCUMENT FILING	
Carton/file/document retrieval (per carton/file/document)	\$1.25
Carton/file refileing (per carton/file)	\$1.25
Photocopy (per page)	\$0.25
Fax (per page)	\$0.25

PURGING & DESTRUCTION OF MATERIAL*	
Destruction of material (per carton)	\$1.25

*Certificate of Destruction provided

Computer Hardware/Software/Maintenance/Supplies (annual): \$3,000

One-Time Cost of Transporting Cartons to the Vendor's Storage Site (if applicable):

PREPARATION FOR REMOVAL OF CARTONS TO NEW SITE

If ARMS will not manage the closed client files in the new program year, then the following costs will ensue in preparing the cartons for removal to a new facility.

Retrieval of cartons (each carton) \$1.25 per carton

Palletizing, stabilizing and loading (each carton) \$3.50 per carton

(Approximately 57,600 cartons will need to be retrieved and placed on pallets and loaded onto the new vendor's vehicles for transport to the new vendor's record center. These costs are not applicable if ARMS continues as the vendor.

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: Amercian Records Managment Inc.

CONTRACTOR ADDRESS: 1 Corporate Drive Hauppauge, NY 11788

FEDERAL TAX ID #: 112904582

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

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

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

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

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

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

The contract was originally executed by Nassau County on December 14, 2015 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued (RFP #SS1205-1444) and awarded to vendor. The Department is in the process of issuing a New RFP for these services. This amendment to extend the term of the contract is necessary to ensure continuity of services as the new contract is developed, executed and routed through the County approval process. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

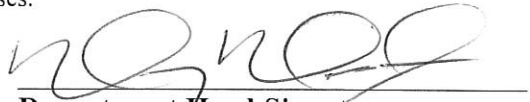

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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


Department Head Signature

Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Kevin Montero [KMONTERA@ARMSDATA.COM]

Dated: 12/04/2020 01:03:56 PM

Vendor: American Record Management Systems, Inc.

Title: Vice President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: BRENDA MONTERA
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country:

Business Address: 1 CORPORATE DRIVE
City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: (631) 231-1318

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

List of other addresses and telephone numbers attached

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

President	<u>06/01/1987</u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u>06/01/1987</u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

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

YES ☒ NO ☐ If Yes, provide details.

SHAREHOLDER

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.

PART OWNER AND OFFICER OF BAY SHORE MOVING & STORAGE, INC. AND DATA SHREDDING

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

initiated?

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Brenda Montera , 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, Brenda Montera , 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.

American Record Management Systems, Inc.

Name of submitting business

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

Brenda Montera [BBROOKS@BAYSHOREMOVING.COM]

President

Title

02/03/2021 03:11:57 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: DENIS MONTERA
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code: 1
Country:

Business Address: 1 CORPORATE DRIVE
City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 6312311318

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

List of other addresses and telephone numbers attached

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

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u>06/01/1987</u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u>06/01/1987</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

SHAREHOLDER

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.

Part owner of Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, DENIS MONTERA , 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, DENIS MONTERA , 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.

AMERICAN RECORD MANAGEMENT SYSTEMS, INC.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
DENIS MONTERA [DMONTERA@BAYSHOREMOVING.COM]

VICE PRESIDENT

Title

03/15/2021 02:02:18 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: KEVIN MONTERA
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

Business Address: 1 CORPORATE DRIVE
City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: (631) 231-1318

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>06/01/1987</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>06/01/1987</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

SHAREHOLDER

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.

Part owner of Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, KEVIN MONTERA , 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, KEVIN MONTERA , 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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AMERICAN RECORD MANAGEMENT SYSTEMS, INC.

Name of submitting business

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

KEVIN MONTERA [KMONTERA@BAYSHOREMOVING.COM]

VICE PRESIDENT

Title

03/15/2021 02:05:41 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: 03/15/2021

1) Proposer's Legal Name: American Record Management Systems, Inc.

2) Address of Place of Business: 1 Corporate Drive

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: Unknown

5) Federal I.D. Number: 11-2904582

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:

ARMS shares office space with Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

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

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

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

b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Should a potential conflict of interest arise, we will contact the county and be guided accordingly

- 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;

06/01/1987

- 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.

Kevin Montera, 1 Corporate Drive, Hauppauge, NY 11788
Denis Montera, 1 Corporate Drive, Hauppauge, NY 11788
Brenda Montera, 1 Corporate Drive, Hauppauge, NY 11788

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.

Kevin Montera, 1 Corporate Drive, Hauppauge, NY 11788
Denis Montera, 1 Corporate Drive, Hauppauge, NY 11788
Brenda Montera, 1 Corporate Drive, Hauppauge, NY 11788

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;

10

- vi) Annual revenue of firm;

1000000

- vii) Summary of relevant accomplishments

ARMS is fortunate in that it has been the original records management vendor for NCDSS since the inception of the program in 1997. To fully appreciate the program today it is important to remember the state of NCDSS' central file room in 1996.
At the time of the vendor walk-thru in 1996 the central file room was chaotic, inefficient and overstaffed. Kevin Montera of ARMS was on the walk-thru and observed a central file room with an army of NCDSS employees and temporary workers either retrieving and refiling files or looking for

lost files. To the casual observer it looked like organized chaos. It is a tribute to the then NCDSS personnel that any files could be located and delivered to a requesting unit. ARMS developed a detailed plan to organize and automate NCDSS' record storage and management functions. ARMS provided NCDSS the most advanced and cost effective technology to run its record management program.

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

B. Indicate number of years in business.

39

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

ARMS staff continues to meet with NCDSS staff to discuss the present record management system and needs for the future. In late 2006 and early 2007 NCDSS upgraded their present contact barcode readers with the addition of laser barcode readers that enable NCDSS to scan barcodes faster and with less wear and tear on the location barcodes. In 2007 ARMS completed the process of converting the old Filemaker Pro 5 software program and data to the then latest Filemaker Pro 8.5 version of the client and sever software. In 2008 ARMS completed the upgrade to the latest Filemaker Pro 9.0 version of the client and server software. In 2012 ARMS completed the upgrade to the latest Fiulemaker Pro 12 client and server software and the replacement of the old server with a new server. The only cost incurred by NCDSS was upgrading the dead server hardware with a new server. The conversion, programming and other labor services were provided as part of ARMS service and at no cost to Nassau County taxpayer

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
Contact Person
Address
City
Country
Telephone
Fax #
E-Mail Address

[Redacted reference information]

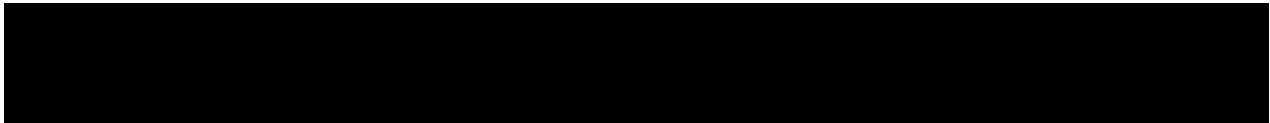
Company
Contact Person
Address
City
Country
Telephone
Fax #
E-Mail Address

[Redacted reference information]

Company
Contact Person
Address
City
Country

[Redacted reference information]

Telephone
Fax #
E-Mail Address



I, Kevin Montera , 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, Kevin Montera , 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: American Record Management Systems, Inc.

Electronically signed and certified at the date and time indicated by:
Kevin Montera [KMONTERA@ARMSDATA.COM]

Vice President
Title

03/15/2021 02:18:03 PM
Date

COUNTY OF NASSAU

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

1. Name of the Entity: AMERICAN RECORD MANAGEMENT SYSTEMS, INC.

Address: 1 CORPORATE DRIVE

City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

2. Entity's Vendor Identification Number: 112904582

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):

First Name Kevin
 Last Name Montera
 MI _____ Suffix _____
 Address 1 CORPORATE DRIVE
 City HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
 Country US
 Position Vice President

First Name BRENDA
 Last Name MONTERA
 MI _____ Suffix _____
 Address 1 CORPORATE DRIVE
 City HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
 Country US
 Position President

First Name DENIS
 Last Name MONTERA
 MI _____ Suffix _____
 Address 1 CORPORATE DRIVE
 City HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
 Country US
 Position Vice President

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.

First Name	Kevin		
Last Name	Montera		
MI		Suffix	
Address	1 CORPORATE DRIVE		
City	HAUPPAUGE	State/Province/Territory:	NY Zip/Postal Code: 11788
Country			
Position	Vice President		

First Name	BRENDA		
Last Name	MONTERA		
MI		Suffix	
Address	1 CORPORATE DRIVE		
City	HAUPPAUGE	State/Province/Territory:	NY Zip/Postal Code: 11788
Country			
Position	President		

First Name	DENIS		
Last Name	MONTERA		
MI		Suffix	
Address	1 CORPORATE DRIVE		
City	HAUPPAUGE	State/Province/Territory:	NY Zip/Postal Code: 11788
Country			
Position	Vice President		

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

NONE

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

No lobbyists are involved in this matter.

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

No lobbyists are involved in this matter.

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

No lobbyists are involved in this matter.

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:

Kevin Montera [KMONTERA@ARMSDATA.COM]

Dated: 12/04/2020 01:06:04 PM

Title: Vice President

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



CERTIFICATE OF PARTICIPATION

Disability or Disability and Paid Family Leave Benefits Group Self-Insurance

PART 1. To be completed by Disability or Disability and PFL Benefits Self-Insured Plan Administrator

1a. Legal Name & Address of Insured (use street address only) American Record Management Systems, Inc. 1 Corporate Drive Hauppauge, NY 11788	1b. Telephone Number of Insured 631-231-1313 1c. Federal Employer Identification Number of Insured (if no FEIN then use Social Security Number) 11-2904582
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Social Services 60 Charles Lindbergh Blvd. Uniondale, NY 11553-3686	3a. Name of Self-Insured Plan (Association, Union or Trust) Cardinal Disability Trust 3b. Insurer Identification Number B-305506 3c. Coverage effective period 01/01/2020 through 12/31/2021

4. Group self-insurance provides:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.

5. Group self-insurance covers:

- ☒ A. All of the employer's employees eligible under the New York State Disability and Paid Family Leave Benefits Law
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized Plan Administrator or authorized representative of the Self-Insured Plan referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/05/2020

By

(Signature of Plan Administrator or authorized representative of the above named plan)

Telephone Number 518-724-3583

Name and Title Matthew Mazzotta, Administrator

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the Plan Administrator or authorized representative of that plan, this certificate is **complete**. Mail it directly to the certificate holder. If Box 4B or 5B is checked, this certificate is **incomplete** for purposes of Section 220, Subd. 8 of the Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

Please Note: Only Plan Administrators or their representatives are authorized to issue Form DB-120.2.



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 112904582

LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER AMERICAN RECORD MANAGEMENT SYSTEMS INC ONE CORPORATE DRIVE HAUPPAUGE NY 11788		CERTIFICATE HOLDER NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD UNIONDALE NY 11553-3686	
POLICY NUMBER Z2406 209-3	CERTIFICATE NUMBER 868500	POLICY PERIOD 10/01/2020 TO 10/01/2021	DATE 12/4/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2406 209-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 198266776

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/29/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 777 Canal View Blvd Rochester, NY 14623 585 736-5899	CONTACT NAME: USI Insurance Services PHONE (A/C, No, Ext): 315-295-3799 FAX (A/C, No): 315-295-3785 E-MAIL ADDRESS: CLSyracuse@usi.com														
INSURED American Record Management Systems, Inc. One Corporate Drive Hauppauge, NY 11788	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485">INSURER A : Vanliner Insurance Company</td> <td data-bbox="1433 453 1572 485">21172</td> </tr> <tr> <td data-bbox="816 485 1433 516">INSURER B : Merchants Mutual Insurance Company</td> <td data-bbox="1433 485 1572 516">23329</td> </tr> <tr> <td data-bbox="816 516 1433 548">INSURER C :</td> <td data-bbox="1433 516 1572 548"></td> </tr> <tr> <td data-bbox="816 548 1433 579">INSURER D :</td> <td data-bbox="1433 548 1572 579"></td> </tr> <tr> <td data-bbox="816 579 1433 611">INSURER E :</td> <td data-bbox="1433 579 1572 611"></td> </tr> <tr> <td data-bbox="816 611 1433 634">INSURER F :</td> <td data-bbox="1433 611 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Vanliner Insurance Company	21172	INSURER B : Merchants Mutual Insurance Company	23329	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PKV000065503	03/26/2021	03/26/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MRV381690102	03/26/2021	03/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP0002752	03/26/2021	03/26/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Warehouse and Cargo Liability			CGV381690102	03/26/2021	03/26/2022	\$250,000/Vehicle \$500,000 Occurrence

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

This Certificate is issued for insured operations usual to Moving & Storage Company

The County of Nassau and Nassau County Department of Social Services is named as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department of Social Services
60 Charles Lindbergh Boulevard
Uniondale, NY 11553-3686

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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COUNTY OF NASSAU

Inter-Departmental Memo

To: Robert Cleary
Chief Procurement Officer

From: Lorraine Washburn-Baum
Deputy Commissioner, Social Services

Date: April 5, 2021

Subject: Records Management Services/American Records Management Systems, Inc.
NIFS ID: CQSS15000085/CLSS21000017.

The Department of Social Services is seeking to amend the above referenced contract for Records Management services in order to extend such term through March 31, 2022. The Department is in the process of issuing a New Request for Proposals (RFP) for these services. The Request to Initiate such RFP has been fully approved. This amendment to extend the term of the contract is necessary to ensure continuity of services as the new contract is developed, executed and routed through the County approval process.

This RFP and associated amendment for the services provided by American Records Management Systems, Inc. has been delayed from continuous processing due to the following factors upon information and belief:

- The Department's former contract administrator, Mr. Kanowitz, who retired suddenly, was awaiting the submission of several vendor disclosures. This was not communicated effectively, and the interim staff did not become aware of this omission until the latter part of 2020, thereby causing the delay.
- The submission delay resulted in multiple disclosure documents also requiring updating.
- COVID-19 staff scheduling on both the vendor and county sides reduced capacity and response time.

We appreciate your consideration in reviewing this Delay Memorandum and continuing its processing.

Doc ID #154013





NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686

Contractor Evaluation Form

Evaluation Period: January 1, 2020 to October 31, 2020

Vendor Name: American Records Management Systems
Service Provided: Records Management
Evaluator's Name, & Title: **Sharon Lucidi**, Deputy Director Of Administration
Date: October 1, 2020

As a requirement of our contract process, we are asking you to evaluate the contractor's performance for the evaluation period based on the factors below. Additionally, provide your overall assessment of contractor performance, the recommendation for future contract use, and, if applicable, the last question.

Descriptions of the rating factors are located on the back of this form: additional comments may be provided on a separate sheet.

Quality of Service	Unsatisfactory	Poor	Fair	Good	Excellent
Timeliness of Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cost Effectiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Responsiveness to DSS Requests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Number of Complaints	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Problem Resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Overall Performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Do you recommend the contractor for future contracts? Yes ☒ No ☐

If you rated the Overall Performance at "Fair" or lower **AND** you are recommending the contractor for future contracts, please explain:

Evaluator's Signature Sharon Lucidi Date 10/5/20

We recommend you save a copy of the completed form before returning to Helen Mary Tyszka, Unit 0170 by Oct. 23, 2020.

Performance Evaluation Scale Descriptions

Rating	Description
Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Rating Factors Descriptions

Quality of Service

This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

Timeliness of Performance

This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to DSS Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
 - DSS staff?
 - Other Nassau County departments?
 - Customers served?

Problem Resolution

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD
UNIONDALE, NEW YORK 11553-3686

March 22, 2021

Via Email (rgurrieri@csea830.org)

Ron Gurrieri, President
CSEA Nassau Local 830
400 County Seat Drive
Mineola, New York 11501

Subject: Agreement for Record Management Services
American Records Management Systems, Inc.

Dear Mr. Gurrieri:

Pursuant to Section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering extending the term for contractual services through March 31, 2022 with the above vendor(s). Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed agreement, or discuss alternatives to this matter, do not hesitate to contact Deputy Commissioner Lorraine Washburn-Baum with that request in writing.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne L. Oweis", is written over a horizontal line.

Joanne L. Oweis
Deputy County Attorney

cc: Glen Tuifel, Vice President CSEA Nassau Local 830
Rich Dopkin Vice President CSEA Nassau Local 830
Jason Perkowsky DSS Unit President CSEA Nassau Local 830
Lorraine Washburn-Baum, DSS, Deputy Commissioner
Helen Mary M. Tyszka, DSS, Administrative Officer I
Seth Blau, Deputy Director, Office of Labor Relations

Enclosure

THIS AGREEMENT, dated as of April 1, 2015, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd, Uniondale, New York 11553 (the "Department"), and (ii) American Record Management Systems, Inc., a corporation formed under the laws of New York State, having its principal office at One Corporate Drive, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, the County issued a request for proposal (the "RFP") # SS1205-1444 on December 15, 2014 for record management services (the RFP incorporated herein by reference and on file with the Department);

WHEREAS, the Contractor submitted a proposal found to be beneficial to the County (incorporated herein by reference and on file with the Department);

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, 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 premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term.

The term of this Agreement shall be from April 1, 2015 through March 31, 2016 subject to sooner termination in accordance with this Agreement, provided, however, that the County shall have the option to renew this Agreement for four (4) additional one year period under the same terms and conditions contained herein for a total term of five (5) years.

2. Services.

(a) Manage, Transport and Maintain the Department's Closed Client Files

(i) Managing Storage Boxes. The Contractor shall provide sturdy 1.2 cubic foot cartons for the transport and storage of client's files for the Department of Social Services, the Department of Human Services, the Veterans Service Agency, and the Department of Health. The Department shall record the sequential order of the files in each carton, and this sequence will be related to a barcode number, which will be placed on the end panel of the carton. The barcode label will be read by an electronic scanner, which will be downloaded into the Department's

record storage computer program allowing the location of each closed file in Contractor's facility to be electronically controlled.

(ii) Transporting Storage Boxes. Once the Department has packed, catalogued, and bar-coded the cartons, the Contractor shall transfer these cartons from the Department's Central Inventory Room to the loading dock of the Department's building. The Contractor shall not intrude on the Department's daily work schedule while packing and shipping the Department's closed client files. The Contractor shall be responsible for transporting the storage boxes from the Department's building to Contractor's storage facility.

(b) Storage and Maintenance of Closed Client Files

(i) Once the cartons have been shipped to the Contractor's storage facility, the Contractor shall place each carton on steel shelving off the floor. The Contractor warrants and represents that the storage facility is a structurally sound, single occupancy, single-purpose (i.e. a dedicated storage facility), building which is safeguarded by fire and intrusion alarms as well as video surveillance cameras. The Contractor shall maintain the sound condition of this facility throughout the duration of this Agreement.

(ii) The Contractor shall electronically monitor the location of the cartons containing the Department's closed client files stored at the Contractor's facility. The Contractor shall computerize the location of each carton. The Department shall electronically track the movement of a carton once it is entered into the Contractor's computer system.

(iii) For the duration of this Agreement, the Contractor shall maintain the files in closed cartons. Only authorized staff will be allowed access to these cartons. Such staff will be instructed by the Contractor regarding the Department's confidentiality requirements as governed by New York State Social Services Law and each authorized staff member will acknowledge the same by signing the attached statement on confidentiality (attached hereto as "Exhibit B"). The Contractor shall maintain copies of signed confidentiality forms in each of their employee's permanent personnel files.

(iv) The Services described in this Agreement involve the handling of name specific client information, which is confidential in nature. Only the Contractor's authorized staff shall handle confidential information in accordance with their designated duties. The Contractor's staff handling of confidential information shall comply with all procedures for the handling of confidential information as provided by the Department, which is governed by New York State Social Services Law Section 136 (Public Welfare Records), Section 372 (Foster Care Records), Section 422 (Protective Services) and Sections 422 and 424 (Child Care Review Services), as well as pertinent regulations found in Title 18 of the New York State Code of Rules and regulations parts 357, 431.7, 465 and the U.S. Public Health Law, Article 27 and the Health Insurance Portability and Accountability Act of 1996 as amended. Contractor shall be subject to prescribed penalties, which may include criminal sanctions, if the Contractor willfully violates or fails to comply with the provisions of these various laws and regulations.

(c) Retrieval of Closed Client Files

(i) Retrieval requests will only be made by the Department's pre-authorized personnel. Any other requests shall be denied. A Request Form which details the specific cartons and/or files to be retrieved will be faxed to the Contractor's computer department. When a carton is retrieved, the Contractor shall scan the barcode label and download the information into the Contractor's computer which will note the time and date of removal. When a specific file is requested, as opposed to an entire carton, Contractor shall place the out-card in the carton noting the date of removal at the time the file is taken from the carton. The Department shall barcode the retrieved file so that its location at the Department will be electronically monitored in the same manner as other open client files.

(ii) The Contractor shall transport retrieved material to the Department within twenty-four (24) hours of the request. The Department will furnish the Contractor with a signed receipt upon receiving the retrieved material, and the Department's central file room computer system will be updated to reflect that the retrieved files are reactivated. The Contractor shall transport retrieved material back to Contractor's storage facility upon the Department no longer requiring the retrieved material.

(iii) The Contractor shall perform emergency retrievals and deliveries as quickly as possible and are expected to complete said retrievals and deliveries within the same business day.

(d) Refiling

Closed client files which are to be returned to storage will be first recorded by the Contractor's computer staff. The file will then be placed by Contractor in the same storage carton and the out card, which was placed in the carton at the time of retrieval, will be removed and returned to the Contractor's computer department to confirm correct replacement.

(e) Photocopy and Fax Transmission

The Contractor shall provide photocopies and/or fax transmissions of pages in storage as requested by the Department.

(f) Document Filing

The Department receives documents which are to be interfiled in a closed case folder. The Department will place such documents in an envelope and box them for transport to the Contractor. The Department will bar code the boxes of documents to enable the retrieval of the documents when the case folder is requested.

(g) Establish and Implement a Bar Coded Based Computer System for Files

(i) The Contractor shall operate an automated bar coded based computer system to control activities at the storage site that can interface with the Department's bar coded based computer system.

(ii) The Contractor shall provide ongoing maintenance and purchase needed hardware, software and supplies for the tracking system that is part of the file automation software program installed in the Department's computer in the central file room.

(iii) The Contractor shall be available to answer questions concerning the use and operation of the computer system as these questions arise for as long as this Agreement is in effect.

(h) Change in Status of Files and Purging of Closed Files

(i) Transfer of files from Active to Closed Status

Newly closed client files will be electronically removed from the active file system. Department will place newly closed files in bar-coded cartons for transport to the storage facility. Upon arrival at the storage facility the Contractor will electronically record the closed files and these files will be placed on storage shelving off the floor.

(ii) Purging of Closed Files

The Department may request that certain closed client files be destroyed at any time. After receiving a signed Destruction Request from the Department, the Contractor will shred the specified files at their storage facility. Shredded documents shall automatically be bailed with thousands of other documents to safeguard confidentiality and the Contractor shall dispose of this shredded material in a responsible manner. The Contractor shall provide a signed Certificate of Destruction attesting to the destruction of material earmarked by the Department and the date destruction was accomplished. The Contractor guarantees destruction of material within thirty (30) days of notification by the Department.

(i) Monitoring by the Department

The Department shall determine the methods that may be utilized to monitor Contractor's compliance with the requirements herein. Monitoring methods may include, but are not limited to, on-site reviews, establishment of a formal weekly or monthly reporting system, or establishment of monthly district/provider meetings in which Contractor's activities are monitored by Department staff.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed ONE HUNDRED SEVENTY FIVE THOUSAND

(\$175,000.00) DOLLARS AND NO CENTS in accordance with the rates attached as "Exhibit A" and in all respects made a part hereof.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) 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) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

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

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

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the rate schedule attached to this Agreement. "Exhibit A" rate schedule annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

(g) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, 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 vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. 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 hereto 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 shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

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

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

8. 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"), caused by, relating to, or arising out of the acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and 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 and 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.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part for 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 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 (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 the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, 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 policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. 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.

10. 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 or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

11. 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" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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 Services.

(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 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, assist the County in transitioning the Contractor's responsibilities and shall take all

actions reasonably requested by the County (including those set forth in other provisions of this Agreement). In furtherance of the foregoing, the Contractor agrees to pack and transport all such files and documents to a location(s) designated by the Department and the Department agrees to reimburse the Contractor for all expenditures, including transportation of all such files and documents to a location(s) designated by the Department, incurred up to and including the date all files and documents are removed from Contractor's facility. Prices for packing and transporting files shall be negotiated between Contractor and the Department and the Maximum Amount shall be amended to include the agreed upon prices. The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

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

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

13. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) 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, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental

authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

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

14. Change of Name or Entity Status. The Contractor shall notify the Department at least thirty (30) days prior to a change in name or entity status. The notice shall be delivered or sent in accordance with the Notice Section of this Agreement to the second floor of the Department address and to the attention of "the Department of Social Services Contract Administrator." The notice shall contain or be accompanied by the following:

- I. A statement referencing this Section and describing the event triggering the notice requirement of this Section (the "Event"), including all relevant names and dates.
- II. Proof that (i) the insurance policies required by the County pursuant to the Insurance Section of this Agreement will continue in full force and effect or will be replaced with at least comparable policies and (ii) the County will be named as an additional insured thereunder following the Event.
- III. A request that this Agreement be assigned or amended, at the County's sole discretion, to reflect the Event or a statement briefly explaining why the Event does not require that this Agreement be assigned or amended.
- IV. The Contractor's new taxpayer identification number, the taxpayer identification number of the Person to which the Contractor proposes this Agreement be assigned (the "Proposed Successor"), if applicable, or confirmation that the Contractor's taxpayer identification number will be the same following the Event.
- V. A list of Persons who will, following the Event, be owners or officers (or equivalent controlling Persons) of the Contractor or, if applicable, the Proposed Successor.

The Contractor shall provide additional documentation and statements requested by the County in connection with an Event.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE

under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located 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. The provisions of this Section shall survive the termination of this Agreement.

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

19. All Legal Provisions Deemed Included; Severability. (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 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.

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

21. 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.


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

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

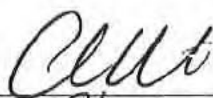
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

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

AMERICAN RECORD MANAGEMENT
SYSTEMS, INC.

By: 
Name: Denis Montero
Title: Vice President
Date: 3/16/15

NASSAU COUNTY

By: 
Name: Charles Pinder
Title: Deputy County Executive
Date: 12/14/15

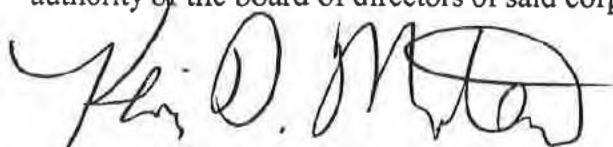
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 16th day of March in the year 2015 before me personally came Denis Montero to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of American Reward Management Systems, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC

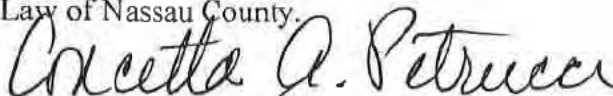
KEVIN D. MONTERO
Notary Public, State of New York
No. 02MO5032624
Qualified in Suffolk County
Commission Expires 8/24/2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14 day of December in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



NOTARY PUBLIC

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

AMENDMENT NO. I

This AMENDMENT, dated as of April 1, 2016, (together with the exhibit hereto, this "Amendment"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) American Records Management Systems, Inc., a corporation formed under the laws of New York State, having its principal office at One Corporate Drive, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS15000085 between the County and the Contractor, executed on behalf of the County on December 14, 2015, the ("Original Agreement"), the Contractor provides record management services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from April 1, 2015 through March 31, 2016 with an option to renew under the same terms and conditions for four (4) additional one (1) year terms. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Hundred Seventy Five Thousand Dollars and 00/100 (\$175,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Seventy Five Thousand Dollars and 00/100 (\$175,000.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00) (the "Amended Maximum Amount").

3. Budget. The rate schedule referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit

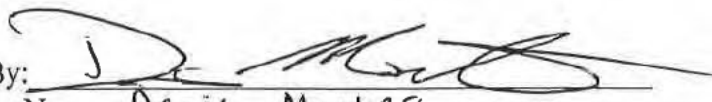
"A" attached hereto, which may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department, (such amended rate schedule, the "Amended Rate Schedule").

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

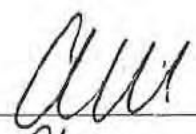
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IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

AMERICAN RECORDS MANAGEMENT
SYSTEMS, INC.

By: 
Name: Denis Montero
Title: V.P.
Date: 1/25/16

NASSAU COUNTY

By: 
Name: Charles Roberts
Title: County Executive
☒ Deputy County Executive
Date: 1/25/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

COUNTY OF NASSAU)

On the 23 day of August in the year 2016 before me personally came Charles E. Bondu to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a 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.

NOTARÝ PUBLIC

FRANCIS X. BECKWITH
Notary Public, State of New York
No. 234-703103
Qualified in Westchester County
Commission Expires February 18, ~~1999~~ 2007

STATE OF NEW YORK)

COUNTY OF ~~NASSAU~~)

On the 25th day of January in the year 2016 before me personally came Denis Montero to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of American Real Management Systems, 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

JEROME D. MONTERO
 1000 1st Ave, Suite 200, New York
 NY 10010-3004
 Red in Suffolk County
 Commission Expires 8/24/2018

Ken D. Mita

AMENDMENT NO. II

This AMENDMENT, dated as of April 1, 2017, (together with the exhibit hereto, this "Amendment"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) American Records Management Systems, Inc., a corporation formed under the laws of New York State, having its principal office at One Corporate Drive, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS15000085 between the County and the Contractor, executed on behalf of the County on December 14, 2015 as amended by the amendment executed on behalf of the County on August 23, 2016, the ("Original Agreement"), the Contractor provides record management services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from April 1, 2015 through March 31, 2017 with an option to renew under the same terms and conditions for three (3) additional one (1) year terms. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Seventy Five Thousand Dollars and 00/100 (\$175,000.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Five Hundred Twenty Five Thousand Dollars and 00/100 (\$525,000.00) (the "Amended Maximum Amount").

3. Budget. The rate schedule referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit "A" attached hereto, which may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department, (such amended rate schedule, the "Amended Rate Schedule").

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

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

AMERICAN RECORDS MANAGEMENT
SYSTEMS, INC.

By: 

Name: Denis Montero

Title: Vice President

Date: 1/11/17

NASSAU COUNTY

By: 

Name: Charles Pichardo

Title: County Executive

☒ Deputy County Executive

Date: 4/28/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 28 day of April in the year 2017 before me personally came Charles Edwards to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 1995

STATE OF NEW YORK)

$$S_{\text{eff}}(H_{\text{eff}}(K))_{\text{SS.}}$$

COUNTY OF ~~NASSAU~~)

On the 11th day of January in the year 2017 before me personally came Denis Montero to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of American Rental Management Services, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ROBERT D. MONTEA
Notary Public, State of New York
114, COMMERCE RD
Glenfield in Suffolk County
Commission Expires 01/01/2014

AMENDMENT NO. III

This AMENDMENT, dated as of April 1, 2018, (together with the exhibit hereto, this "Amendment"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) American Records Management Systems, Inc., a corporation formed under the laws of New York State, having its principal office at One Corporate Drive, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS15000085 between the County and the Contractor, executed on behalf of the County on December 14, 2015 as amended by the amendment executed on behalf of the County on August 23, 2016 as amended by the amendment executed on behalf of the County on April 28, 2017, the ("Original Agreement"), the Contractor provides record management services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from April 1, 2015 through March 31, 2018 with an option to renew under the same terms and conditions for two (2) additional one (1) year terms. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Five Hundred Hundred Twenty-Five Thousand Dollars and 00/100 (\$525,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2020, unless sooner terminated in accordance with the provisions of the Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00), payable for Services rendered during the renewal term, the period April 1, 2018 through March 31, 2020, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Eight Hundred Seventy- Five Thousand Dollars and 00/100 (\$875,000.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Contractor further acknowledges that the first encumbrance shall be One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00) payable for services rendered during the first year of the renewal term, the period April 1, 2018 through March 31, 2019. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

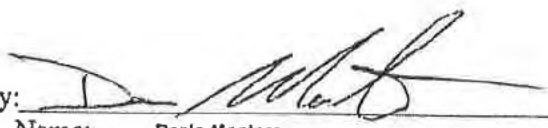
4. Budget. The rate schedule referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit "A" attached hereto, which may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department, (such amended rate schedule, the "Amended Rate Schedule").

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

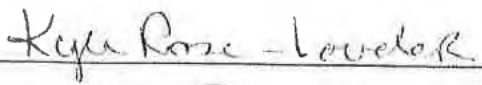
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IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

AMERICAN RECORDS MANAGEMENT
SYSTEMS, INC.

By: 
Name: Denis Montero
Title: Vice President
Date: January 10, 2017

NASSAU COUNTY

By: 
Name: Kyle Rose-Loveland
Title: County Executive
☒ Deputy County Executive
Date: 4/9/18

PLEASE EXECUTE IN BLUE INK

136876

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 9 day of April in the year 2018 before me personally came Kyle Rose-Louder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~

Sutton



On the 10th day of January in the year 2018 before me personally came Denis Montera to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of American Record Management Systems, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

No. 02MO05032624
 Qualified in Suffolk County
 Commission Expires 8/24/2018