



Certified:

**E-116-21**

Filed with the Clerk of the  
Nassau County Legislature  
July 16, 2021 3:07pm

**NIFS ID:CQPK20000033 Department: Parks**

**Capital:**

SERVICE: Contract

Contract ID #:CQPK20000033

NIFS Entry Date: 07-DEC-20

Term: from 15-DEC-20 to 31-DEC-25

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

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

<b>Vendor Info:</b>	
Name: <b>Felicos Pizzeria, Inc.</b>	Vendor ID#: <b>11-300564</b>
Address: 85 Allen Boulevard Farmingdale, NY 11735	Contact Person: Frank Felico
	Phone: 631-777-1999

<b>Department:</b>
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone: 516-572-0272

## Routing Slip

Department	NIFS Entry: X	07-DEC-20 -- PBUFFOLINO
Department	NIFS Approval: X	07-DEC-20 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	14-DEC-20 -- IQURESHI
OMB	NIFS Approval: X	07-DEC-20 -- SJACOB
County Atty.	Insurance Verification: X	07-DEC-20 -- AAMATO
County Atty.	Approval to Form: X	07-DEC-20 -- DMCDERMOTT
CPO	Approval: X	17-DEC-20 -- KOHAGENCE

DCEC	Approval: X	18-DEC-20 -- JCHIARA
Dep. CE	Approval: X	18-DEC-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	16-JUL-21 -- GCASTILLOCE
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The Contractor will be providing full food and beverage services, including but not limited to, setup, breakdown, cooking and serving for events for the Department, Veterans Service Agency, or other County Departments or Agencies, with the approval of the Department, at certain County events where the County provides such services to third parties at no cost to the third parties.
<b>Method of Procurement:</b> RFP#0318-2014 issued on March 4, 2020
<b>Procurement History:</b> RFP#0318-2014 issued on March 4, 2020
<b>Description of General Provisions:</b> The services to be provided by the Contractor under this Agreement shall consist of providing full food and beverage services, including but not limited to, set-up, break-down, cooking and serving for events for the Department, Veterans Service Agency, or other County Departments or Agencies, with the approval of the Department, when said Department or Agency requires food and beverage services at certain County events where the County provides such services to third parties at no cost to the third parties, including the annual Veterans Picnic, the Empire Games for the Physically Challenged, the Long Island Fair, and other event at the Department's discretion. Menus and pricing are attached hereto as Exhibit A. Any change in pricing must be approved, in writing, by the Department. The five (5) year contract may be renewed upon the same terms and conditions for an additional one (1) three (3) year term on the same terms and conditions as stated herein, subject to the approval of the Department. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Seventy five Thousand Dollars (\$75,000.00) per year of the Agreement, including any renewal or extension.  Administrative Service Charge of \$266.00 received.
<b>Impact on Funding / Price Analysis:</b> 375,000 total for the 5 year contract per year. \$75,000.00 is the initial encumbrance
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	Grt	Revenue		1	pkgen3180de500	\$ 75,000.00
Control:	PK	Contract:				\$ 0.00
Resp:	3180	County	\$ 0.00			\$ 0.00
Object:	de500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 75,000.00			\$ 0.00
					<b>TOTAL</b>	\$ 75,000.00

RENEWAL			TOTAL	\$ 75,000.00				
% Increase								
% Decrease								

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND FELICO'S PIZZERIA, INC.

WHEREAS, the County has negotiated a license agreement with Felico's Pizzeria, Inc., to provide full food and beverage services, including but not limited to, set-up, break-down, cooking and serving for events for the Department, Veterans Service Agency, or other County Departments or Agencies, with the approval of the Department, when said Department or Agency requires food and beverage services at certain County event s where the County provides such services to third parties at no cost to the third parties, including the annual Veteran's Picnic, the Empire Games for the Physically Challenged, the Long Island Fair, and other event at the Department's discretion., a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Felico's Pizzeria, Inc.



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

1. **Vendor:** Felico's Pizzeria, Inc.

2. **Dollar amount requiring NIFA approval:** \$375000

**Amount to be encumbered:** \$375000

This is a New

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

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

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

3. **Contract Term:** 12/15/20-12/31/25

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

If yes, please explain:

4. **Funding Source:**

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

Is the cash available for the full amount of the contract? Y

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

The Contractor will be providing full food and beverage services, including but not limited to, setup, breakdown, cooking and serving for events for the Department, Veterans Service Agency, or other County Departments or Agencies, with the approval of the Department, at certain County events where the County provides such services to third parties at no cost to the third parties.

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

14-DEC-20

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

Jack Schnirman  
Comptroller



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

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

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

CONTRACTOR NAME: Felico's Pizzeria Inc

CONTRACTOR ADDRESS: 85 Allen Blvd., Farmingdale NY 11735

FEDERAL TAX ID #: 11-300564

**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 March 4, 2020. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday on March 4, 2020, via email to interested parties and by publication on the County procurement website. Three hundred fifty-eight (358) of potential proposers received notice of the RFP. Twenty-two (22) viewed the documents, Sixteen (16) of potential proposers opened the documents and requested a copy of the RFP on the Nassau County website. Forty-six (46) Potential Proposers were sent the RFP via email. Proposals were due on April 3, 2020. A total of Two (2) proposals were received and evaluated. The evaluation committee consisted of Three (3) employees of the Department of Parks, Recreation & Museums; Andrew Goldstein, Frank Puglisi, Patricia Hood and Victoria Kaso (non-voting Chair). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. Felico's Pizzeria Inc was the awarded Proposer.



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

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

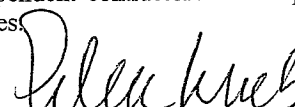
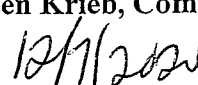
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

**X. ☒ Vendor will not require any sub-contractors.**

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

  
\_\_\_\_\_  
Eileen Krieb, Commissioner  
  
\_\_\_\_\_  
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.

## 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: 07/31/2020

1) Proposer's Legal Name: Felico's Pizzeria, Inc

2) Address of Place of Business: 85 Allen Boulevard

City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: (631) 777-1999

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

\_\_\_\_\_

4) Dun and Bradstreet number: 184139566

5) Federal I.D. Number: 11300564

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

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

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

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

If a conflict arises, the County will be notified to make a determination.

- 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;

12/19/1989

- 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.

Frank Felico, 22 Gerard Street, Huntington, NY 11743, Owner

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

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

Frank Felico, President

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

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

18

- vi) Annual revenue of firm;

1900000

- vii) Summary of relevant accomplishments

Restaurant, Off Premises Caterer, Food Trucks, Wedding Catering, Concession Style Catering

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

1 File(s) Uploaded: MX-3050N\_20200801\_112526.pdf

- B. Indicate number of years in business.

30

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

We have an establish restaurant and Off premise catering business for 30 years. Additionally we have successful food truck catering.

- 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	NYS Parks		
Contact Person	Betsy Wintenberger		
Address	po Box 247		
City	Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 804-2412		
Fax #			
E-Mail Address	elizabeth.wintenberger@park.ny.gov		

Company	Northwell Health System		
Contact Person	Karen Rabinowitz		
Address	2001 Marcus Avenue Suite s262		
City	Lake Success	State/Province/Territory	NY
Country	US		
Telephone	(516) 405-7006		
Fax #			
E-Mail Address	krabinow@northwell.edu		

Company	Cremosa		
Contact Person	Butch Warren		
Address	5 Park Drive		
City	Melville	State/Province/Territory	NY
Country	US		
Telephone	(631) 492-0760		
Fax #			
E-Mail Address	wwarren@cremosafood.com		

I, Frank Felico , 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, Frank Felico , 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: Felico's Catering

Electronically signed and certified at the date and time indicated by:  
Frank Felico [SALES@FELICOSCATERING.COM]

Owner  
Title

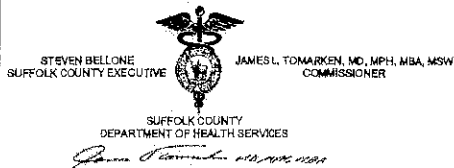
05/28/2021 01:14:54 PM  
Date



PERMITS TO OPERATE A FOOD ESTABLISHMENT AND  
PERMIT FEE PAYMENTS ARE NOT TRANSFERABLE  
Notify the Bureau of Public Health Protection of any change of  
ownership, type of business activity, business name, or billing  
address by calling 631-852-5999. Permits become void upon  
change of ownership. New owners must apply and pay for a new  
permit prior to beginning operation. Operating without a valid  
permit may subject you to legal action, including a hearing, fines  
and possible suspension of the operating permit.

FELICO'S PIZZA SHACK  
FELICO'S PIZZA SHACK  
85 ALLEN BOULEVARD  
FARMINGDALE, NY 11735

DETACH PERMIT HERE AND DISPLAY PROMINENTLY TO THE PUBLIC



Suffolk County Department of Health Services  
360 Yaphank Avenue Suite 2A  
Yaphank, NY 11980  
631-852-5999  
[www.suffolkcountyny.gov/health](http://www.suffolkcountyny.gov/health)

**PERMIT**  
TO OPERATE A FOOD ESTABLISHMENT  
FELICO'S PIZZA SHACK  
85 ALLEN BLVD  
FARMINGDALE, NY 11735  
OWNER NAME: FELICO'S PIZZERIA INC.

Facility ID: FA0003447  
Account ID: AR0007196  
Issued: 11/29/2019

Restaurant Seats = 0  
Exterior Seats = 0  
Catering Seats = 0  
Bar Seats = 0  
Total Seats = 49

Permit ID Number: PT0003308  
Valid From 11/27/2019 To 12/31/2020

Code Variance  
Mechanical Dishwasher Required  
Hot & Cold Delivery  
Off-Premises Catering Approved

This permit will expire upon the date specified or upon a change of ownership.  
This permit is NOT transferrable and is granted subject to compliance with the provisions of Article 13 of the Suffolk County Sanitary Code and all applicable state, local,  
and municipal laws, ordinances, codes, rules, and regulations.

**THIS PERMIT MUST BE PROMINENTLY DISPLAYED TO THE PUBLIC**



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:  
Frank Felico [SALES@FELICOSCATERING.COM]

Dated: 05/28/2021 01:05:43 PM

Vendor: Felicos Catering

Title: Owner

## 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: Frank Felico  
Date of birth: 01/11/1966  
Home address: 22 Gerard Street  
City: Huntington State/Province/Territory: NY Zip/Postal Code: 11743  
Country: US

Business Address: Felico's Pizzeria, Inc  
City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735  
Country: US  
Telephone: 5162411518

Other present address(es):  
City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735  
Country: US  
Telephone: 6317771999

List of other addresses and telephone numbers attached

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

President	<u>12/19/1989</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></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.

President of Corp, 100% Owner

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

National Guard, Bronx Location, 1 Year Contract to provide Meal for Monthly Training

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, Frank Felico , 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, Frank Felico , 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.

Felico's Catering

Name of submitting business

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

Frank Felico [SALES@FELICOSCATERING.COM]

Owner

Title

05/28/2021 01:13:55 PM

Date

## COUNTY OF NASSAU

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

1. Name of the Entity: Felico's Pizzeria, Inc

Address: 85 Allen Boulevard

City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

2. Entity's Vendor Identification Number: 113000564

3. Type of Business: Public Corp (specify) \_\_\_\_\_

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

First Name	<u>Frank</u>
Last Name	<u>Felico</u>
MI	_____ Suffix _____
Address	<u>85 Allen Boulevard</u>
City	<u>Farmingdale</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11735</u>
Country	<u>US</u>
Position	<u>President</u>

\_\_\_\_\_

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	<u>Frank</u>
Last Name	<u>Felico</u>
MI	_____ Suffix _____
Address	<u>85 Allen Boulevard</u>
City	<u>Farmingdale</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11735</u>
Country	<u>US</u>
Position	<u>President</u>

\_\_\_\_\_

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



previously disclosed that participate in the performance of the contract.

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Frank Fekoc [SALES@FELICOSCATERING.COM]

Dated: 05/28/2021 01:21:30 PM

Title: Owner

**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.

## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Felico's Pizzeria, Inc.**, a New York company having its principal address at 85 Allen Boulevard, Farmingdale, New York 11735 (the Contractor").

### W I T N E S S E T H:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires the provision of food for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals #PK0318-2014, issued on March 4, 2020;

WHEREAS, THE Contractor was selected based on its experience and expertise; and

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

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

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

1. Term. This Agreement shall commence on December 15, 2020 and shall terminate on December 31, 2025. unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for an additional one (1) three (3) year term on the same terms and conditions as stated herein, subject to the approval of the Department.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing full food and beverage services, including but not limited to, set-up, break-down, cooking and serving for events for the Department, Veterans Service Agency, or other County Departments or Agencies, with the approval of the Department,

when said Department or Agency requires food and beverage services at certain County events where the County provides such services to third parties at no cost to the third parties, including the annual Veteran's Picnic, the Empire Games for the Physically Challenged, the Long Island Fair, and other event at the Department's discretion. Menus and pricing are attached hereto as Exhibit "A". Any change in pricing must be approved, in writing, by the Department

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Seventy five Thousand Dollars (\$75,000.00) per year of the Agreement, including any renewal or extension. This amount is inclusive of any and all expenses, including travel.

The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

In addition, all unit prices billed must be listed on Schedule "A" – Unit Prices. In the event items ordered are not in the initial Schedule "A," the unit price for any additional items must be submitted to the Parks Department prior to the event for written approval. All payments are to be made pursuant to the schedules of services and prices submitted by the Contractor to, and approved by, the County pursuant to Section 8.5 of the License. Unit Price Lists must be submitted in writing and approved in writing by the Parks Department prior to the start of each calendar year.

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

(d) 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, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

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

5. No Arrears or Default. The Performer 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, 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. 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 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 parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the District 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 District 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 District shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee

- acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
  - (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law:

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

(b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

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

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

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

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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (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. A waiver of subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. **Coverage is Subject to Change according to Event.**

(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 who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance



coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. 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 required coverage's 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. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the

Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

14. 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 uses 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.

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

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

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

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

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

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Two Hundred Sixty Six Dollars (\$266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

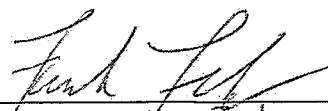
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement.

FELICO'S PIZZERIA, INC.

By:   
Name: Frank Felico  
Title: President  
Date: 11-20-2020

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
(or) \_\_\_\_\_ Chief Deputy County Executive  
(or) \_\_\_\_\_ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20 day of November in the year 2020 before me personally came Frank Felico 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 President of Felico's Pizza, the company/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 company/corporation.



NOTARY PUBLIC

DAVID SCHNEIDEWIND  
NOTARY PUBLIC, State of NY  
No. 01SC6391355  
Qualified in Nassau County  
Commission Exp. May 6, 2023

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being duly sworn, did depose and said that (s)he resides in \_\_\_\_\_ County; that (s)he is the County Executive or \_\_\_\_\_ Chief Deputy County Executive or \_\_\_\_\_ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

2020 CATERING PRICE LIST		
ITEM DESCRIPTION	UNIT PRICE	PRICING BASIS
Picnic Traditional - Hamburgers, hot dogs, fixings, soft drinks	15.95 (no salads) <i>Special County Price for Lakeside Theatre Only</i>	Per Person
Picnic Traditional Plus Sausage, peppers & Onions, Antipasto salad, Italian Ices, Assorted Beverages	20.95 <i>Special county Price for Lakeside Theatre Only</i>	Per Person
Grilled Marinated Chicken	3.00	Per Person
Grilled Marinated Skirt Steak	4.00	Per Person
BBQ Ribs	4.00	Per Person
BBQ Pulled Pork	3.00	Per Person
Turkey Burgers	3.00	Per Person
Vegetarian Burgers	3.00	Per Person
Tossed Salad	2.00	Per Person
Potato Salad	2.00	Per Person
Cole Slaw	2.00	Per Person
Macaroni Salad	2.00	Per Person
Sandwiches	4.00	Per Person
Chicken Tenders	3.00	Per Person
French Fries	3.00	Per Person
Bottled Beverages 20oz.	2.50	Per can/bottle
Beer Domestic	5.00	Per can/bottle
Beer Imported	6.00	Per can/bottle
Candy/Chips	1.50	Per Person
Coffee Service	2.50	Per Person
Breakfast - coffee, tea service, necessary condiments, plastic & paper goods; continental breakfast (bagels, danish, muffins, butter & cream cheese w/ coffee service)	8.95	Per Person
Ice (Sleeve)	6.00	Per 5 lbs.
Staffing	25.00	Per hour
Cotton Candy Machine	3.00	
Sno Cone Machine	4.00	
Popcorn Machine	3.00	

2020 County Event Pricing		
EVENT	DESCRIPTION	PRICE
Seniors Picnic	Boxed Lunches: Tuna wrap of grilled chicken wrap, bottle of water & bag of chips	9.95 per person
Veterans BBQ	Hamburger or cheeseburger, hot dog, bag of chips	14.95 per person
Lakeside Theatre	Assorted wraps, rolls, salad, chips & pretzels & soft drinks	15.95 per person
	Hamburger or cheeseburger, hot dog, bag of chips & soft drinks	16.95 per person
	Sausage w/ peppers & onions, hamburgers, hot dogs, antipasto salad & soft drinks	18.95 per person



**Proposal for Nassau County Games for the Physically Challenged**  
**May 28 - 30, 2020 at Mitchel Athletic Complex**

**Coffee Service** \$2.95 pp

**Friday, May 29, 2020 (7:30 am Delivery)**

Brew Coffee, Set-Up Coffee, supply Coffee Cambros (Thermos). To include 2 Regular and 1 Decaffeinated Coffee and 1 Hot Water for Tea. (All Coffee, Tea, Milk, Sugar and Coffee Cups will be supplied through donations)

**\*\*Please give price with Games supplying donated cans of coffee and with coffee included.**

**Lunch**

**Friday, May 29, 2020 (10:30 am Delivery)**

1750 Assorted Sandwiches Counts below

(Sandwiches served on Kaiser Rolls w/Lettuce & Tomato packed in individual plastic see-thru containers)

(800) Turkey on a Roll with Lettuce and Tomato \$7.95

(320) Roast Beef on a Roll with Lettuce and Tomato \$7.95

(320) Ham & Cheese on a Roll with Lettuce and Tomato \$7.95

(160) American Cheese on a Roll with Lettuce and Tomato \$4.95

(150) Peanut Butter and Jelly on White Bread \*\*\* \$4.95

(Bulk condiments will be provided: Mustard, Mayonnaise and Napkins).

**Coffee Service** \$2.95 pp

**Saturday, May 30, 2020 (7:30 am Delivery)**

Brew Coffee, Set-Up Coffee, supply Coffee Cambros (Thermos). To include 1 Regular and 1 Decaffeinated Coffee and 1 Hot Water for Tea. (All Coffee, Tea, Milk, Sugar and Coffee Cups will be supplied through donations)

**\*\*Please give price with Games supplying donated cans of coffee and with coffee included.**

**Lunch**

**Saturday, May 30, 2020 (10:30 am Delivery)**

800 Assorted Sandwiches per counts below

(Sandwiches served on Kaiser Rolls w/Lettuce & Tomato packed in individual plastic see-thru containers)

(280) Turkey on a Roll with Lettuce and Tomato \$7.95

(200) Roast Beef on a Roll with Lettuce and Tomato \$7.95

(200) Ham & Cheese on a Roll with Lettuce and Tomato \$7.95

(60) American Cheese on a Roll with Lettuce and Tomato \$4.95

(60) Peanut Butter and Jelly on White Bread \*\*\* \$4.95

(Bulk condiments will be provided: Mustard, Mayonnaise and Napkins)

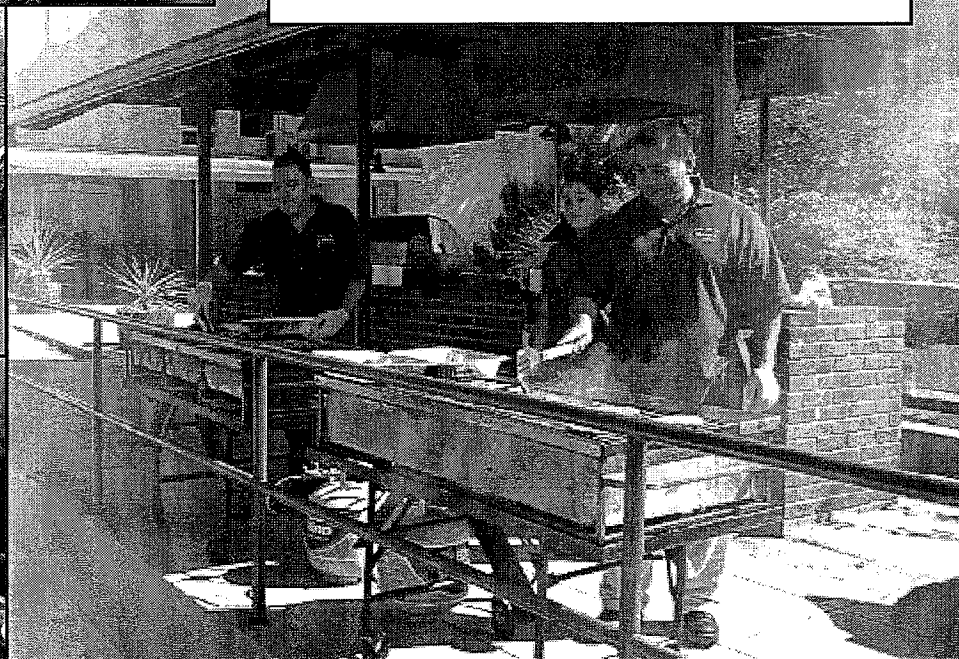
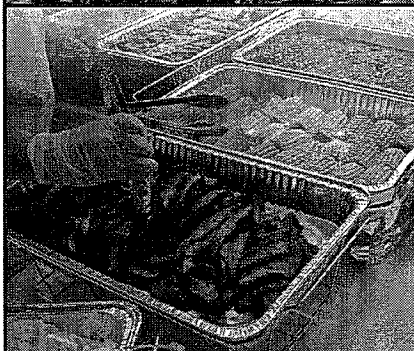


# B B Q M E N U

**It's More  
Than A Barbeque...  
It's An Event!**

With over 29 years of catering experience we will help make your barbeque a success. We offer three different picnic packages and can help you choose the one that's right for you.

Sit back and relax as our professional chef, included in each package, grills for you and your guests.



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**Professional  
Chef  
Included!**

## American Classic Picnic

Minimum 40 people: **\$21.95** per person

Black Angus 5 oz Hamburgers  
 All Beef Sabrett Special Recipe Jumbo Hot Dogs & Sauerkraut  
 Sliced Cheese, Lettuce, Tomatoes, Onions And Pickles  
 Choose 2 Of Our Home Made Salads: Potato Salad, Macaroni Salad, Cold Pasta Salad,  
 Garden Salad Or Coleslaw  
 Hot Fresh Corn On The Cob (Local Long Island Corn When In Season)  
 Assorted Condiments  
 Martin's Potato Rolls  
 Sliced Watermelon  
 Premium Grade Paper Goods And Plastic Ware

*Food Tent is available upon request. Industrial Grills are available for an additional fee. (Fee may be waived for parties over 75 ppl)*

*Wait Staff Required: 1 Server per 50 ppl for 5 hours@125.00 + Gratuities. Chef Included.*

*There is a minimum fee of \$75.00 on all delivery and complete setup*



**Professional  
Chef  
Included!**

## Deluxe Classic Picnic

Minimum 40 people: **\$24.95** per person

Black Angus 5 oz Hamburgers  
 All Beef Sabrett Special Recipe Jumbo Hot Dogs & Sauerkraut  
 Sliced Cheese, Lettuce, Tomatoes, Onions And Pickles  
 Choose 2 Of Our Home Made Salads: Potato Salad, Macaroni Salad, Cold Pasta Salad,  
 Garden Salad Or Coleslaw  
 Chicken Choice One Style: BBQ, Teriyaki, Portobello Encrusted Or Cordon Bleu  
 Grilled Sausage And Peppers  
 Hot Fresh Corn On The Cob (Local Long Island Corn When In Season)  
 Hot Pasta Entrée (See Our Full Catering Menu For Selections)  
 Assorted Condiments  
 Martin's Potato Rolls  
 Sliced Watermelon  
 Premium Grade Paper Goods And Plastic Ware

*Food Tent is available upon request. Industrial Grills are available for an additional fee. (Fee may be waived for parties over 75 ppl)*

*Wait Staff Required: 1 Server per 50 ppl for 5 hours@125.00 + Gratuities. Chef Included.*

*There is a minimum fee of \$75.00 on all delivery and complete setup*

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**Professional  
Chef  
Included!**

## Supreme Executive Picnic

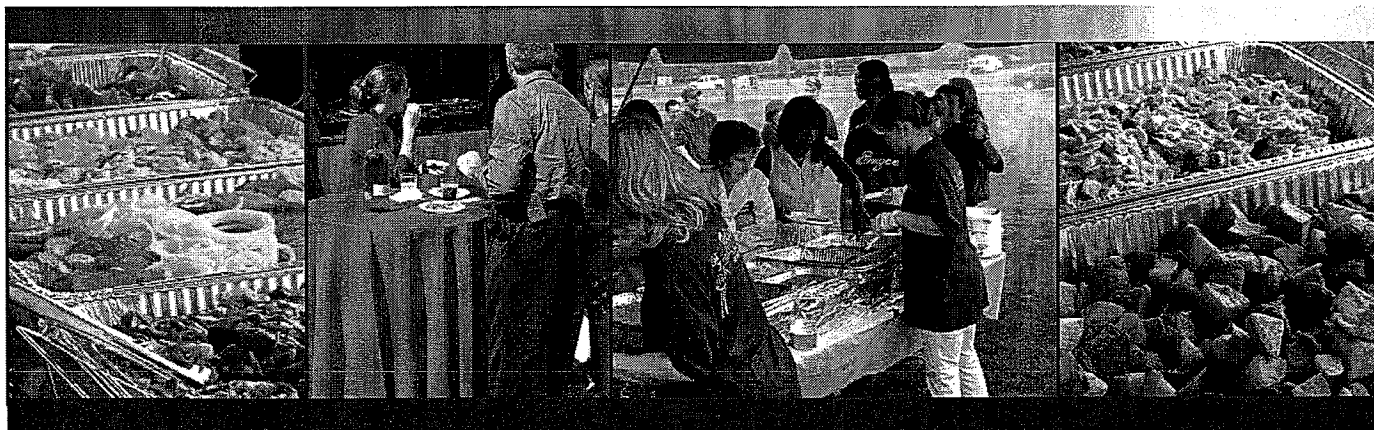
Minimum 40 people: **\$28.95** per person

Black Angus 5 oz Hamburgers  
 All Beef Sabrett Special Recipe Jumbo Hot Dogs & Sauerkraut  
 Sliced Cheese, Lettuce, Tomatoes, Onions And Pickles  
 Choose 2 Of Our Home Made Salads: Potato Salad, Macaroni Salad, Cold Pasta Salad,  
 Garden Salad Or Coleslaw  
 Chicken Choice One Style: BBQ, Teriyaki, Portobello Encrusted Or Cordon Bleu  
 St Louis Style Smoked BBQ Ribs  
 Grilled Sausage And Peppers  
 Grilled Marinated Flank Steak  
 Hot Pasta Entrée (See Our Full Catering Menu For Selections)  
 Hot Fresh Corn On The Cob (Local Long Island Corn When In Season)  
 Assorted Condiments  
 Martin's Potato Rolls  
 Sliced Watermelon And Gourmet Cookies  
 Premium Grade Paper Goods And Plastic Ware

*BFood Tent is available upon request. Industrial Grills are available for an additional fee. (Fee may be waived for parties over 75 ppl)*

*Wait Staff Required: 1 Server per 50 ppl for 5 hours@125.00 + Gratuities. Chef Included.*


*There is a minimum fee of \$75.00 on all delivery and complete setup*



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## INDIVIDUALLY PACKAGED MEALS



**Hot Lunch**  
INDIVIDUALLY PACKAGED, INCLUDES 2 SIDES (VEGETABLE AND PASTA, RICE OR POTATO) AND 4 OZ SALAD

Add a beverage for  
**\$1.95 pp**

Minimum 10 people: **\$11.95** per person

**Individually Packaged Hot Lunch**  
Chicken or Beef Entree With Vegetable and Pasta, Rice or Potato  
*Vegetarian, vegan, gluten free, dairy free and low carb selections available*

*Includes 4 oz green salad*  
*Includes disposable plates and individually wrapped cutlery & napkins*  
*Add beverage for additional \$1.95 per person*



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Add a beverage for  
**\$1.95 pp**

## Hot Sandwiches

INDIVIDUALLY BOXED, INCLUDES CHIPS & 4 OZ SALAD

Minimum 10 people: **\$10.95** per person

Hot Sandwiches on A Club Roll

Available Selections: Chicken Parmesan · Meatball Parmesan (Chicken or Beef Meatball)  
Eggplant Parmesan · Sausage Parmesan (Hot or Sweet Sausage)  
Sausage & Peppers (Hot or Sweet Sausage)

*Includes chips and 4 oz macaroni salad or green salad*

*Add beverage for additional \$1.95 per person*



Add a beverage for  
**\$1.95 pp**

## Gourmet Cold Sandwiches

INDIVIDUALLY BOXED, INCLUDES CHIPS & 4 OZ SALAD

Minimum 10 people: **\$9.95** per person

Gourmet Cold Sandwiches on An French Baguette

Available Selections:

Grilled Chicken & Grilled Vegetables in a Balsamic Marinade with Fresh Mozzarella Cheese  
Sliced Roast Beef with Brie, Roasted Peppers & Field Greens  
Honey Roasted Turkey with Provolone or Munster Cheese, Roasted Eggplant & Red Peppers  
Grilled Marinated Vegetables with Fresh Mozzarella Cheese in a Balsamic Vinaigrette

*Includes chips and 4 oz macaroni salad or green salad*

*Add beverage for additional \$1.95 per person*



Add a 4oz yogurt  
& granola cup for  
**\$1.00 pp**

## Breakfast Sandwiches

INDIVIDUALLY BAGGED, INCLUDES ORANGE JUICE

Minimum 10 people: **\$6.95** per person

Egg Sandwiches on A Kaiser Roll

Pick your extras: Cheese · Sausage · Ham · Bacon

*Includes individual orange juice*

*Add 4 oz yogurt cup with granola for additional \$1.00 per person*

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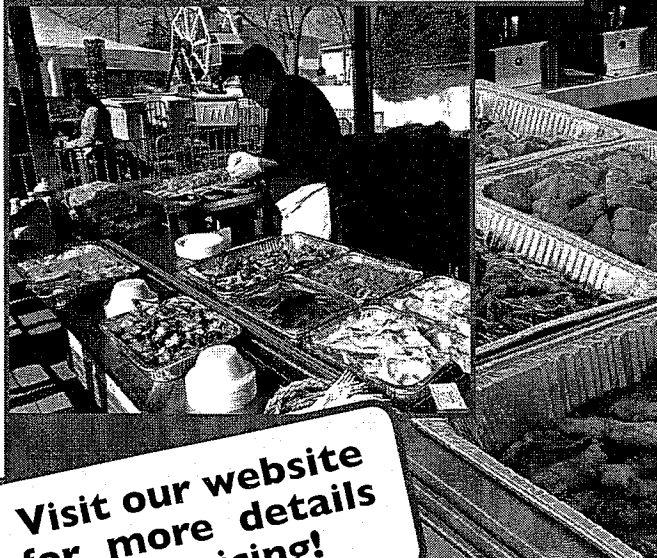
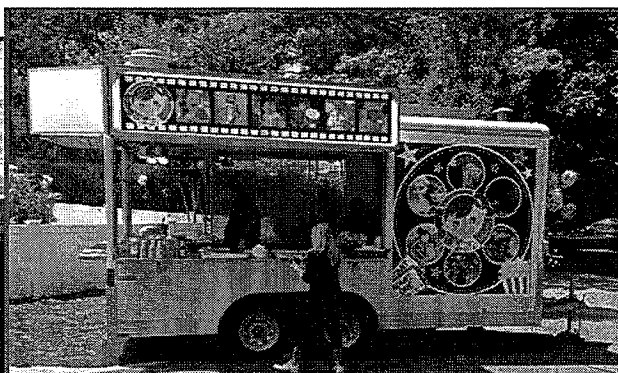
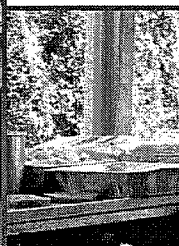
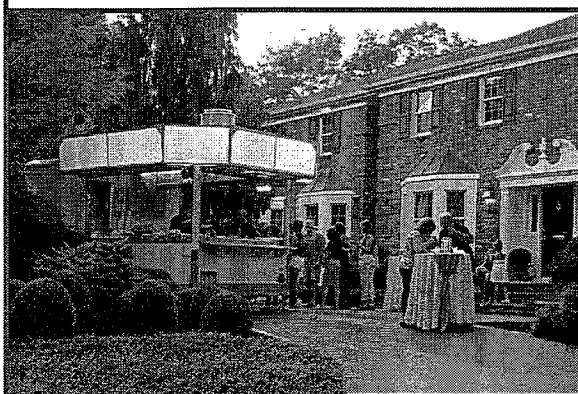


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BIRTHDAY PARTIES AND MORE!



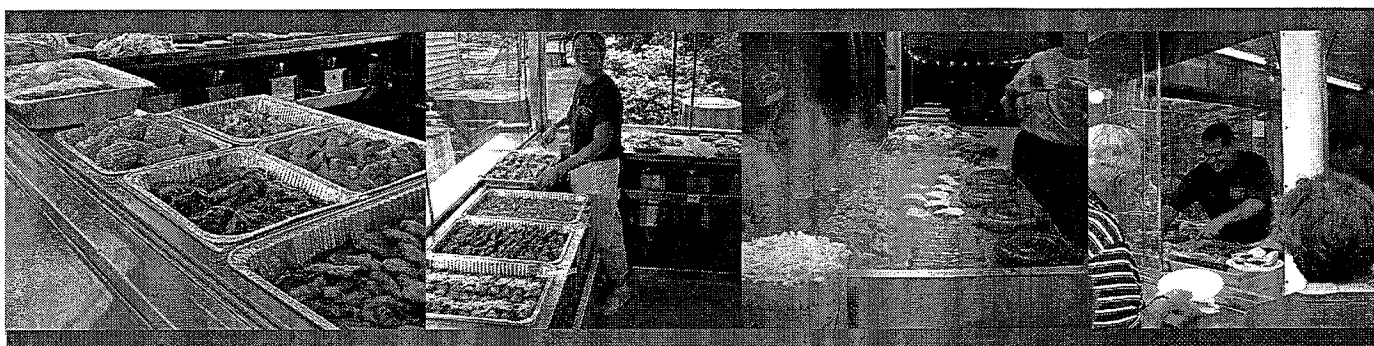
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# OUR SAUSAGE TRAILER

## would be great at your next party!



Add our basic  
beverage package  
to your party for  
**\$3.95 pp**

### Package #1

Minimum 50 people: **\$24.95** per person

Traditional Carnival Style Grilled Italian Sausage - Hot & Sweet, with Grilled Peppers & Onions, Served on Soft Semolina Bullet Roll

Homemade Jumbo Meatballs: Chicken With Gorgonzola Sauce or Beef In Marinara Sauce

5 oz Beef Hamburgers or Cheeseburgers on Martin's Potato Rolls, served with Lettuce, Tomatoes, Onions & Pickles On The Side

Sabrett Special Recipe Jumbo Hot Dogs with Sauerkraut & Grilled Onions on Martin's Potato Buns

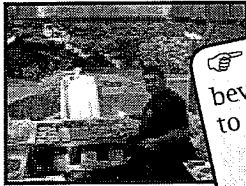
Mac And Cheese With Bacon And Scallions (Can Be Substituted With Any Hot Pasta Entrée From Our Full Catering Menu)

One Salad Selection (Caesar, Greek or Garden Salad)

All Condiments, Paper Goods Included. Package prices based on serving for 3 Hours  
An Additional Site Fee will be accessed upon booking. Wait Staff Required - 2 Servers @ \$250.00 + Gratuities

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Add our basic  
beverage package  
to your party for  
**\$3.95 pp**

## Package #2

Minimum 50 people: **\$27.95** per person

Traditional Carnival Style Grilled Italian Sausage - Hot & Sweet, with Grilled Peppers & Onions, Served on Soft Semolina Bullet Roll

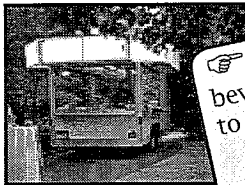
5 oz Beef Hamburgers or Cheeseburgers on Martin's Potato Rolls, served with Lettuce, Tomatoes, Onions & Pickles On The Side

Sabrett Special Recipe Jumbo Hot Dogs with Sauerkraut & Grilled Onions on Martin's Potato Buns  
Philadelphia Cheesesteaks (Thin Sliced Ribeye) With Peppers & Onions

One Chicken Entrée (See Our Full Catering Menu For Selections)

Mac And Cheese With Bacon And Scallions (Can Be Substituted With Any Hot Pasta Entrée From Our Full Catering Menu)

One Salad Selection (Caesar, Greek or Garden Salad)



Add our basic  
beverage package  
to your party for  
**\$3.95 pp**

## Package #3

Minimum 50 people: **\$29.95** per person

Traditional Carnival Style Grilled Italian Sausage - Hot & Sweet, with Grilled Peppers & Onions, Served on Soft Semolina Bullet Roll

5 oz Beef Hamburgers or Cheeseburgers on Martin's Potato Rolls, served with Lettuce, Tomatoes, Onions & Pickles On The Side

Sabrett Special Recipe Jumbo Hot Dogs with Sauerkraut & Grilled Onions on Martin's Potato Buns  
Philadelphia Cheesesteaks (Thin Sliced Ribeye) With Peppers & Onions, Wit Whiz

One Chicken Entrée (See Our Full Catering Menu For Selections)

Homemade Jumbo Meatballs: Chicken With Gorgonzola Sauce or Beef In Marinara Sauce  
Texas Style Pulled Pork

Two Choices of Hot Pasta Entrée (See Our Full Catering Menu For Selections)

One Salad Selection (Caesar, Greek or Garden Salad)

All Condiments, Paper Goods Included. Package prices based on serving for 3 Hours  
An Additional Site Fee will be accessed upon booking. Wait Staff Required - 2 Servers @ \$250.00 + Gratuities

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Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

Frank Felice (Name)

85 Allen Blvd Farmingdale NY 11735 (Address)

516-241-1518 (Telephone Number)

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

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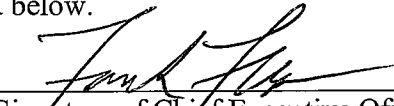
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action        has ☒ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

10-20-2020  
Dated

  
Signature of Chief Executive Officer  
Frank Felice  
Name of Chief Executive Officer

Sworn to before me this  
20 day of Oct., 2020.

  
Notary Public

ANTHONY PATRICK LUPO  
Notary Public, State of New York  
No. 01LU6345585  
Qualified in Suffolk County  
Commission Expires July 25, 2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/21

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

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

<b>PRODUCER</b> <b>INSURANCE AGENCY SERVICES PLUS</b> 3426 Warners Road Camillus, NY 13031		<b>CONTACT NAME:</b> Stan Pekala <b>PHONE (A/C No. Ext):</b> (315)488-1122 <b>E-MAIL ADDRESS:</b> ispstan@verizon.net <b>FAX (A/C, No):</b> (315)488-5556	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Citizens Ins. Co.of America	
		<b>INSURER B:</b> Allmerica Financial Benefits Ins. Co.	
		<b>INSURER C:</b> Hanover Ins. Co.	
		<b>INSURER D:</b> NYSIF	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		ZBS H182362-00	02/22/21	02/22/22	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
B	<b>AUTOMOBILE LIABILITY</b>	X		AWS H182123-00	02/22/21	02/22/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		UHS H185546-00	02/22/21	02/22/22	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$ 1,000,000
							PER STATUTE <input type="checkbox"/> OTH-ER \$ 1000000
							E.L. EACH ACCIDENT \$ 1,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A			10/21/20	10/21/21	E.L. DISEASE - EA EMPLOYEE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N						E.L. DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	<b>Liquor Liability</b>			ZBS H182362-00	02/22/21	02/22/22	1000000
							2000000

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

Proof of insurance requested Nassau County , Parks Recreation & Museums

<b>CERTIFICATE HOLDER</b> Nassau County Administration Building Eisenhower Park 1899 Hempstead Turnpike East Meadow, NY 11554	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
[www.nassaucountyny.gov/parks](http://www.nassaucountyny.gov/parks)

**TO:** Robert Cleary, Chief Procurement Officer

**FROM:** Eileen Krieb  
Commissioner, Department of Parks, Recreation and Museums

**DATE:** December 7, 2020

**SUBJECT:** Delay Memo – Felico’s Pizzeria, Inc. CQPK20000033

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This memorandum is submitted in response to your request for a delay memo to explain the retroactivity of the above-mentioned grant agreement. CQPK20000033 is a personal services agreement with Felico’s Pizzeria, Inc. to provide food and beverage services at certain events when the County provides such services to third parties at no cost. The agreement is for a maximum of \$75,000 over five years, beginning December 15, 2020.

The delay in processing this agreement for the necessary approvals and filing for consideration of the Legislature in a timely fashion was due to a delay by the vendor in executing and notarizing the agreement and returning it to the Department. Additionally, once the agreement and accompanying paperwork was received, minor edits were necessary to process the agreement.

*Handwritten signature and date:*  
12/7/2020