



Certified: --

E-37-22

Filed with the Clerk of the
Nassau County Legislature
April 29, 2022 2:33PM

NIFS ID: CLPK22000002

Capital:

Contract ID #: CQPK19000013-03

NIFS Entry Date: 04/01/2022

Department: Parks

Service: Entertainment for Parks events

Term: from 06/24/2019 to 12/31/2023

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: BiCoastal Productions LLC DBA: BiCoastal Productions	ID#: 272415117
Main Address: 122 Victoria Bay Court Palm Beach Gardens, FL 33418	
Main Contact: Ron Gartner	
Main Phone: (917) 686-3313	

Department:
Contact Name: Darcy Belyea
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554
Phone: (516) 572-0272
Email: ContractRoutingParks@nassaucountyny.gov

Contract Summary

Purpose: Purpose: Amended Term and Amended Payment: Amendment 1 extends the term until December 31, 2023 and the maximum amount in the Original agreement (attached CQPK19000013) shall be increased from \$40,000 per year to \$50,000.00 per year for each of the 2 years of the extension. The increase is due to the expanding the scope of the contract and the number of events to be scheduled for 2022 and 2023.

The promotor will obtain and promote bands, musical entertainers and/or other entertainers on behalf of the Department for concerts at Lakeside Theatre, Eisenhower Park for the summer of 2022 and 2023.

Method of Procurement: RFP #PK0329-1914 dated March 29, 2019

Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each

summer since the late 1960s.

Description of General Provisions: Amended Term and Amended Payment: Amendment 1 extends the term until December 31, 2023 and the maximum amount in the Original agreement (attached CQPK19000013) shall be increased from \$40,000 per year to \$50,000.00 per year for each of the 2 years of the extension. The increase is due to the expanding the scope of the contract and the number of events to be scheduled for 2022 and 2023.

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Impact on Funding / Price Analysis: \$50,000.00 per year for a maximum total amount of the Original Contract and Amendment of \$220,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	97	9700	DE	PKGRT97000TH	500	PKGRT97000TH 500	03	\$50,000.00
Grant Number		pk97						
Grant Detail		x9						
TOTAL							\$50,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$50,000.00
Total	\$50,000.00

Routing Slip

Department			
NIFS Entry	Patti Buffolino	04/04/2022 11:14AM	Approved
NIFS Final Approval	Linda Barker	04/05/2022 01:45PM	Approved
Final Approval	Linda Barker	04/06/2022 09:17AM	Approved
County Attorney			
Approval as to Form	Daniel Gregware	04/06/2022 12:16PM	Approved
RE & Insurance Verification	Andrew Amato	04/06/2022 09:21AM	Approved
NIFS Approval	Daniel Gregware	04/06/2022 12:18PM	Approved
Final Approval	Daniel Gregware	04/06/2022 12:18PM	Approved
OMB			
NIFS Approval	Sanju Jacob	04/06/2022 09:39AM	Approved
NIFA Approval	Irfan Qureshi	04/11/2022 09:24AM	Approved
Final Approval	Irfan Qureshi	04/11/2022 09:24AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Ari Schulman	04/12/2022 03:27PM	Approved
DCE Compliance Approval	Robert Cleary	04/26/2022 05:12PM	Approved
Vertical DCE Approval	Edward Powers	04/26/2022 06:25PM	Approved
Final Approval	Edward Powers	04/26/2022 06:25PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/29/2022 02:13PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Intake Approval			Pending

Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND BICOASTAL PRODUCTIONS, LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with BiCoastal Productions, LLC to obtain and promote bands and other entertainers for the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

AMENDMENT NO. 1

This AMENDMENT NO 1, dated as of the date (the "Effective Date") that this Amendment is last executed by the parties hereto, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation and Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) BiCoastal Productions, LLC, having its principal office at 122 Victoria Bay Ct., Palm Beach Gardens, FL 33418 (the "Contractor" or "Promoter").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPK1900013 between the County and the Contractor, executed on behalf of the County on July 12, 2019 (the "Original Agreement"), the Contractor provides services to obtain and promote bands and other entertainers for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from June 24, 2019 through December 31, 2021 with an option, exercisable by the Department, to renew the contract for one two-year term; and

WHEREAS; the County and the Contractor desire to renew the Original Agreement and add additional funds to the Agreement.

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

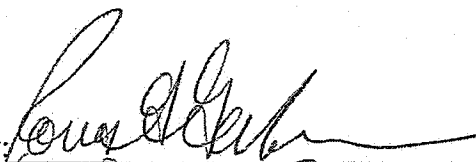
1. Renewal Term. The Original Agreement shall be renewed and thereby extended for two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2023.

2. Payment Section 3(a). The Maximum Amount in the Original Agreement was Forty thousand dollars (\$40,000) per year for three (3) years. This shall be increased to Fifty Thousand Dollars (\$50,000.00) per year for each of the two (2) years of the extension, so that the maximum amount that the County can pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Two Hundred Twenty Thousand dollars (\$220,000.00) (the "Amended Maximum Amount").

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

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

BICOASTAL PRODUCTIONS, LLC

By: 
Name: RONALD GAETZER
Title: MANAGING PARTNER
Date: 3/14/22

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

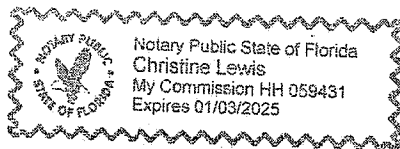
~~Florida~~
STATE OF NEW YORK)

~~Palm Beach~~
COUNTY OF NASSAU)

On the 14 day of MARCH in the year 2022 before me personally came RONALD GARTNER to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Palm Beach that he or she is the MANAGING PARTNER of BI COASTAL PRODUCTIONS, LLC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

The Foregoing instrument was acknowledged before me by means of ☒ Physical Presence or ☐ Online Notarization



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2022 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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" or "Parks"), and BiCoastal Productions LLC having its principal office at 247 West 38th Street, 403, New York, NY 10018 (the "Contractor" or "Promoter").

WITNESSETH:

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, in order to provide entertainment for the residents of the County, the Department issued RFP #PK0329-1914, on March 2, 2019, for promoters and/or booking agents; and

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; and

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 June 24, 2019 and shall terminate on December 31, 2021, unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this agreement, on the same terms and conditions, for one (1) two (2) year period.

2. Services. (a) The Promoter is hereby retained by the County to obtain and promote bands, musical entertainers and/or other entertainers ("Entertainment") on behalf of the Department.

(b) The Department and Contractor shall mutually agree, in writing, upon the Entertainment selected, the amount to be paid respecting any Entertainment, and the location and dates of the Entertainment's performance(s) on a continuing and regular

basis throughout the term of this Agreement. The Contractor shall book no Entertainment without prior Parks' approval. This approval shall include whether the County provides venue stage, lighting and/or sound for the Entertainment.

(c) The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the Promoters' set-up, breakdown and backline or any and all Entertainment booked on behalf of the Department. Breakdown shall commence immediately after the completion of the performance.

(d) At least ten (10) days prior to any performance by any Entertainment, the Promoter shall provide to the Department the Program's complete production details and stage plot.

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 Forty Thousand Dollars (\$40,000.00) per year of this Agreement. This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

- (i) The first payment shall be an advance payment of 50% of the amount per each Entertainment obtained by Promoter, made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of each Entertainment, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.
- (ii) The balance payment respecting each Entertainment shall be payable to the Promoter after the completion of the performance. In the event the performance is not completed in accordance with this Agreement, the Promoter shall remain liable to the County for return of the advance payment and second check immediately.
- (iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Entertainment; (b) promotional services respecting the performances, (c) payment of said Entertainment; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.
- (iv) Reconciliation - If the contract is terminated or Program cancelled for any reason prior to completion of Services, and due to no fault of the County, the Contractor shall be responsible for reimbursing any advance payment for unused Entertainment, to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(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

Promoter 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").

(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 Promoter following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Promoter received notice that the County did not desire to receive such services.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter 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 Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, 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 Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination 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 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) 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 Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

(c) 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.

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

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the

Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

(a) The Promoter shall, and shall cause Promoter 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 Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter 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 Promoter 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 Promoter or a Promoter 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 Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter 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 Promoter, 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 Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter 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 Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter 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 Promoter and/or a Promoter 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.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains 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 coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

BiCoastal Productions LLC
247 West 38th Street, 403
New York, NY 10018

Description of Operations:

The Certificate holder, Nassau County, is included as an Additional Insured per contract requirements

Event(s) and Date(s): yearly

Location: Nassau County Parks or locations as determined by the Department

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is NOT ACCEPTABLE

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 eighteen (18) 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 Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter 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 Promoter 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.

12. Accounting Procedures: Records. The Promoter 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 Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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 Promoter 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 Promoter 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 Promoter shall allege that the above-described actions and inactions preceded the Promoter'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 Promoter is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Promoter 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 laws 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 Promoter 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 Promoter, to the attention of the person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, 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. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One hundred sixty Dollars (\$160.00) 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. Streaming Video. The Promoter and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream any Entertainment live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Entertainment should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Entertainment due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Entertainment. In the event the Entertainment is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter, the Promoter shall be paid in full, provided the Promoter was willing and able to perform, appeared at the sound check and at the venue prior to the Entertainment being cancelled. Notwithstanding the above, if the County cancels the event prior the Entertainment's scheduled arrival time for the sound check, Promoter will be paid in full.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Promoter's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Promoters' own promotion and advertisement of the Entertainment. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Promoter represents and warrants that it is the authorized agent for the Entertainment and has the authority to enter into this Agreement on the behalf of the Entertainment and agrees that as the authorized agent, by executing this Agreement, the Entertainment shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Entertainment.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Promoter shall make Entertainment available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Entertainment. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

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

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

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

23. 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 Promoter and the County have executed this Agreement as of the date last executed by the parties.

BICOASTAL PRODUCTIONS LLC

By: 

Name: RONALD CAMNER

Title: MANAGING PARTNER

Date: JUNE 10, 2019

NASSAU COUNTY

By: 

Name: BRIAN J. SCHNEIDER

Title: County Executive

☒ Deputy County Executive

Date: JULY 12, 2019

PLEASE EXECUTE IN BLUE INK

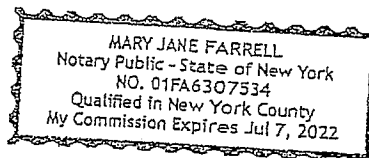
STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~)
NY

On the 10 day of June in the year 2019 before me personally came Ronald C. Gartner to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; that he or she is the President of Big Coastal Productions LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Mary Jane Farrell
NOTARY PUBLIC



STATE OF NEW YORK)

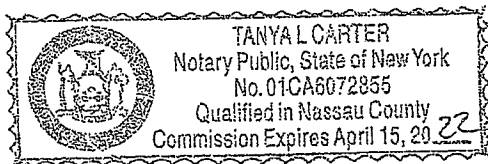
)ss.:

COUNTY OF NASSAU)

On the 12 day of July in the year 2019 before me personally came Brian J. Schneider to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau 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.

Tanya L. Carter

NOTARY PUBLIC



Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

RONALD GALTNER (Name)

247 W. 38 ST. #403 NY NY 10018 (Address)

212. 268. 6969 (Telephone Number)

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

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

and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

6/10/19
Dated

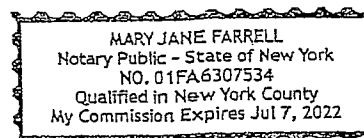
[Signature]
Signature of Chief Executive Officer

RONALD G. ALLEN
Name of Chief Executive Officer

Sworn to before me this

10th day of June, 2019.

[Signature]
Notary Public



Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is

used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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



Nassau County Interim Finance Authority

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

1. Vendor: BiCoastal Productions LLC

2. Amount requiring NIFA approval: \$100,000.00

Amount to be encumbered: \$50,000.00

Slip Type: Amendment

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

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

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

3. Contract Term: 06/24/2019 to 12/31/2023

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Capital Improvement Fund
(CAP)

Grant Fund (GRT)

Other X

hotel-motel grant

Federal % 0

State % 0

County % 0

Other % 100

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

If not, will it require a future borrowing? No

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:

Amended Term and Amended Payment: Amendment 1 extends the term until December 31, 2023 and the maximum amount in the Original agreement (attached CQPK19000013) shall be increased from \$40,000 per year to \$50,000.00 per year for each of the 2 years of the extension. The increase is due to the expanding the scope of the contract and the number of events to be scheduled for 2022 and 2023.

The promotor will obtain and promote bands, musical entertainers and/or other entertainers on behalf of the Department for concerts at Lakeside Theatre, Eisenhower Park for the summer of 2022 and 2023.

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

Nassau County Attorney as to form Yes

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	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

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

04/11/2022

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.

Elaine Phillips
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: BiCoastal Productions LLC

CONTRACTOR ADDRESS: 122 Victoria Bay Ct., Palm Beach Gardens, FL 33418

FEDERAL TAX ID #: 27-2415117

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

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

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

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

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

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

The contract was originally executed by Nassau County ~~in 1991~~. This is an Amendment with the scope of the contract.

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

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

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

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

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

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

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

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

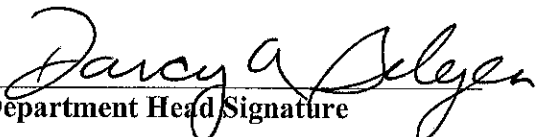
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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


Department Head Signature

4-12-22
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Ronald Gartner [RON@BICOASTALPRODUCTIONS.COM]

Dated: 03/15/2022 02:08:56 PM

Vendor: BiCoastal Productions LLC

Title: Managing Partner

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: Ronald Gartner
Date of birth: 11/27/1944
Home address: 122 Victoria Bay Court
City: Palm Beach Gardens State/Province/Territory: FL Zip/Postal Code: 33418
Country: US

Business Address: 122 Victoria Bay Court
City: Palm Beach Gardens State/Province/Territory: FL Zip/Postal Code: 33418
Country: US
Telephone: 2122686969

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>04/22/2009</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

99%

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

BiCoastal Productions LLC

Name of submitting business

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

Ronald Gartner [RON@BICOASTALPRODUCTIONS.COM]

Managing Partner

Title

03/15/2022 02:11:45 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Fran Heller
Date of birth: 04/30/1950
Home address: 122 Victoria Bay Court
City: Palm Beach Gardens State/Province/Territory: FL Zip/Postal Code: 33418
Country: US

Business Address: 122 Victoria Bay Court
City: Palm Beach Gardens State/Province/Territory: FL Zip/Postal Code: 33418
Country: US
Telephone: 9176863313

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>04/07/2010</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

1%

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

BiCoastal Productions LLC

Name of submitting business

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

Fran Heller [FRAN@BICOASTALPRODUCTIONS.COM]

Chief Marketing Officer

Title

04/25/2022 04:53:43 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Jack Forman
Date of birth: 05/05/1991
Home address: 178 Wall Street
City: West Long Branch State/Province/Territory: NJ Zip/Postal Code: 07764
Country: US

Business Address: 122 Victoria Bay Court
City: Palm Beach Gardens State/Province/Territory: FL Zip/Postal Code: 33418
Country: US
Telephone: 2122686969

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

List of other addresses and telephone numbers attached

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

President	<u>06/23/2020</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>08/01/2017</u>		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

BiCoastal Productions LLC

Name of submitting business

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

Jack Forman [JACK@BICOASTALPRODUCTIONS.COM]

President

Title

04/25/2022 02:57:50 PM

Date

Business History Form

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

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

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

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

Date: 03/15/2022

1) Proposer's Legal Name: BiCoastal Productions LLC

2) Address of Place of Business: 122 Victoria Bay Court

City: Palm Beach Gardens State/Province/Territory: FL Zip/Postal Code: 33418

Country: US

Address: 4521 PGA BLVD, #132

City: Palm Beach Gardens State/Province/Territory: FL Zip/Postal Code: 33418

Country: US

Start Date: 01-JUL-21

End Date: 22-NOV-21

Address: 425 East 63rd Street, W3D

City: New York State/Province/Territory: NY Zip/Postal Code: 10065

Country: US

Start Date: 01-APR-20

End Date: 01-JUL-21

Address: 247 West 38th Street, Suite 403

City: New York State/Province/Territory: NY Zip/Postal Code: 10018

Country: US

Start Date: 01-MAR-16

End Date: 01-APR-21

3) Mailing Address (if different): _____

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

Country: _____

Phone: (212) 268-6969

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

4) Dun and Bradstreet number: 832827906

- 5) Federal I.D. Number: 27-2415117
- 6) The proposer is a: Other (Describe) Limited Liability Company (Partnership)
- 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.

In the event 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;

04/22/2009

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.

First Name	Ron				
Last Name	Gartner				
MI	G	Suffix			
Address	122 Victoria Bay Court				
City	Palm Beach Gardens	State/Province/Territory	FL	Zip/Postal Code	33418
Country	US				
Position	Managing Partner				

First Name Fran

Last Name	Heller		
MI	C	Suffix	
Address	122 Victoria Bay Court		
City	Palm Beach Gardens	State/Province/Territory	FL Zip/Postal Code 33418
Country	US		
Position	Chief Marketing Officer		

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

First Name	Ron		
Last Name	Gartner		
MI	G	Suffix	
Address	122 Victoria Bay Court		
City	Palm Beach Gardens	State/Province/Territory	FL Zip/Postal Code 33418
Country	US		
Position	Managing Partner		

First Name	Fran		
Last Name	Heller		
MI	C	Suffix	
Address	122 Victoria Bay Court		
City	Palm Beach Gardens	State/Province/Territory	FL Zip/Postal Code 33418
Country	US		
Position	Chief Marketing Officer		

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

3

vi) Annual revenue of firm;

4000000

vii) Summary of relevant accomplishments

Grew from 1 person agency in 2009 to mid-size agency with 11 employees in 2018. Agency is highly recognized within the entertainment industry as a sponsor/supporter of major industry organizations. Financially stable organization, with a progressive history of financial growth to over \$4MM in gross revenues in the first 9 months of 2018. Achieved a Roster of well-recognized and in-demand Exclusive Acts. Established relationships with major agencies like William Morris, CAA, UTA and others as well as with most major agencies and select artist managers across the United States, giving BiCoastal access to a wide variety of

entertainment acts.
Relevant experience working with municipalities in the Tri-State area.
Connections with a variety of related vendors in event production and management who can assist, when required, in the flawless execution of onsite events.
A stellar reputation in a highly competitive and cutthroat industry for integrity, respect, professionalism and transparency.

2 File(s) Uploaded: Accomplishments.pdf, Relevant Accomplishments.pdf

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

B. Indicate number of years in business.

13

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

None

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	Presentations Plus Inc		
Contact Person	Naomi Buck, President & CEO		
Address	64-70 Birchwood Ct.		
City	Naples	State/Province/Territory	FL
Country	US		
Telephone	(239) 292-4743		
Fax #			
E-Mail Address	presentationsplusinc@gmail.com		

Company	Grand Opera House		
Contact Person	Stephen Bailey, EVP Programming		
Address	818 North Market Street		
City	Wilmington	State/Province/Territory	DE
Country	US		
Telephone	(302) 658-7897		
Fax #			
E-Mail Address	sbailey@grandopera.org		

Company	Joshua M. Freeman Foundation aka The Freeman Stage		
Contact Person	Patti Grimes		
Address	31556 Winterbury Parkway		
City	Selbyville	State/Province/Territory	DE
Country	US		
Telephone	(302) 436-3003		
Fax #			
E-Mail Address	patti@freemanfoundation.org		

I, Ronald Gartner , 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, Ronald Gartner , 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: BiCoastal Productions LLC

Electronically signed and certified at the date and time indicated by:
Ronald Gartner [RON@BICOASTALPRODUCTIONS.COM]

Managing Partner

Title

03/15/2022 02:31:27 PM

Date

A. Summary of relevant accomplishments:

- Grew from 1 person agency in 2009 to mid-size agency with 11 employees in 2018.
- Agency is highly recognized within the entertainment industry as a sponsor/supporter/member of major industry organizations
- Financially stable organization, with a progressive history of financial growth to over \$4MM in gross revenues in the first 9 months of 2018.
- Achieved a Roster of well-recognized and in-demand Exclusive Acts.
- Established relationships with major agencies like William Morris, CAA, UTA and others as well as with most major agencies and select artist managers across the United States, giving BiCoastal access to a wide variety of entertainment acts.
- Relevant experience working with municipalities in the Tri-State area.
- Connections with a variety of related vendors in event production and management who can assist, when required, in the flawless execution of on-site events.
- A stellar reputation in a highly competitive, often cutthroat industry for integrity, respect, professionalism and transparency.

INTRODUCTION/ABOUT US

Nassau County is seeking Proposers who can demonstrate experience in the procurement, hiring, payment and promotion of musical and other entertainers (the "Acts" or "Talent") for performances at various Nassau County Parks and Nassau County events.

BiCoastal Productions -- a New York City based entertainment booking agency with offices at 247 West 38 Street, Suite 403, New York, 10018 and licensed by the Department of Consumer Affairs, license number 1407953-DCA -- has the expertise, the staff, the financial wherewithal, and the desire to bring exceptional talent to Nassau County stages.

We are one of the fastest-growing entertainment booking agencies in the industry. Founded in 2009, our agency has grown to be, today, a true force in the business, providing entertainment booking services to theatres, performing arts centers, casinos, fairs and festivals, corporate events, charities and fund-raisers, as well as municipalities throughout North America.

We pride ourselves on our eye for exceptional talent, on the integrity, respect and professionalism with which we match the right talent to the right venue, AND on the honest and transparent way in which we conduct business.

- As a company, we have expertise in booking all genres of entertainment for all demographic groups -- music acts and vocalists, comedians, specialty acts, big bands and more. The full array of talent is displayed on our website:
www.bicoastalproductions.com
- We represent an eclectic array of terrific nationally known artists on an exclusive basis. The list includes Multiplatinum artists like Lee Rocker of The Stray Cats, Pablo Cruise and The Drifters; acclaimed off-Broadway productions like Lonesome Traveler; legendary rock bands such as The Hit Men (recent Musicians Hall of Fame honorees); and globally recognized shows such as The Red Hot Chilli Pipers, Catapult, and Benise. For specific information on our Exclusive artist roster, please visit:
<https://www.bicoastalproductions.com/exclusives> Many of these exclusive artists have been with us for many years, including The Hit Men (8 years), The Red Hot Chilli Pipers (7 years); The Drifters (9 years), Gentri (5 years).
- Aside from the Exclusive Artists that we represent, BiCoastal has special relationships with a number of Artist Managers to book their artists -- including, for example, John Regna (<http://www.johnregna.com/home.html>) who manages The Orchestra, Alan Parsons Project and many other artists; Dave Hart (<http://www.powerlineent.com/music/>) who manages Ringo Starr's All Stars, Linda Eder, Faith Prince, Tom Wopat and others; plus, we enjoy excellent relationships with major agencies such as William Morris Endeavor, Paradigm Artists, CAA, UTA, Gersh, and Paradise Artists. Our memberships in organizations such as the North American Performing Arts, Managers & Agents Association and the International Entertainment Buyers Association have allowed us to develop reciprocal booking arrangements with numerous other agents and managers across the United States (too numerous to mention them all, but suffice it to say that

they represent all genres of music and other types of shows.) Essentially, the entire world of entertainment is our oyster.

- BiCoastal Productions is a financially sound organization. As part of this Proposal, BiCoastal Productions is submitting a Compilation Financial Statement showing that for calendar year 2017 we earned gross revenues of \$3.85 Million; we earned over \$4MM by Sept. 30th of calendar year 2018. We maintain an average of \$100,000.00 or more in our checking account and have a \$300,000.00 line of credit with Chase bank. We therefore have the wherewithal to obtain Acts and compensate them on the show date, as long as Nassau County repays its agencies in a timely fashion.
- Over the course of our 10 years in business, BiCoastal has worked with numerous municipalities throughout the Tri-State Area in procuring entertainment for their events and outdoor summer concerts. In Appendix B, we have listed our previous public sector experience. The Nassau County project appears to be much bigger in scope than any previous municipal endeavor; however, we are confident that we have the manpower/ womanpower and agency strength to fulfill the project's needs.
- In the course of doing business, BiCoastal Productions routinely provides technical requirements and stage plots in coordination with a venue's staff. On-site presence is usually a service we render for various events that we book through our BiCoastal Events division; in most instances, when we book artists into theatres, performing arts centers, and casinos, the agency's presence is neither required nor desired, as the larger artists all have tour/road managers and production staff that work with the venue's staff on-site, assist with backline, set up and strike and logistical coordination throughout the show. As a booking agency, BiCoastal's role is to serve as liaison between the artist and the venue's staff from contract negotiations through to the completed production.
- When it comes to our ability to book "large" acts, our deep relationships with the major agencies such as William Morris Endeavor, CAA, Paradigm, UTA, Gersh, CAMI and others give us an enviable leg up on securing top name talent at the best possible pricing. As an example, one of our Connecticut clients went directly to William Morris to get a fee for Paul Anka and were told \$85K. We were able to secure Mr. Anka for them for a fee of \$65K, plus a 10% fee paid by the client to BiCoastal—a significant savings. In addition to Mr. Anka, we have secured names like Blondie, Neil Sedaka, Mandy Patinkin, Gabriel Iglesias, and many more. Please refer to Appendix B for a partial list of the big "name acts" that BiCoastal has booked in the past.

BUSINESS HISTORY

A Brief Synopsis

Founded in 2009, BiCoastal Productions evolved as an outgrowth of its founder's "second life career" as a touring singer. As he tells the story, BiCoastal Productions' Managing Partner Ron Gartner started singing professionally at a later stage in life when he tired of his work as a textile executive, where he was buying fabrics from manufacturers and selling them to retail outlets across the country. It was this middleman experience in the competitive and cutthroat textile industry that served him well as he transitioned from "sew business" to "show business". And it was his experience as a touring singer, that made him sensitive to the needs of Artists who are on tour, which served him exceptionally well as he transitioned from representing himself to representing other talented entertainers.

Initially, the artists that joined BiCoastal Productions' roster were tribute artists primarily from the Northeastern part of the United States. As the agency's bookings grew, tribute artists from around the country began working on an ongoing basis with BiCoastal Productions, especially because Ron was able to get them bookings at outdoor concerts, as well as casino bookings and bookings at smaller theatres. However, in order to be attractive to larger venues on a national basis, it was important for BiCoastal to secure its own exclusive artists...beginning with a number of Broadway stars, such as Robert Cuccioli, John Treacy Egan, Mark Kudisch and Brent Barrett, all of whom were interested in establishing their own solo careers at cabaret rooms and small theatres.

It was when BiCoastal signed The Hit Men as an exclusive artist in December of 2010 that the agency started on its path toward explosive agency growth and industry recognition. The Hit Men – www.thehitmenlive.com a rock supergroup comprised of members who either toured, performed, or recorded with mega stars of the music industry such as Frankie Valli, Elton John, Tommy James, Carole King, Carly Simon, Journey, Foreigner and many others – became a leading artist on the BiCoastal roster, and over the course of the first 3 years of artist representation, had grown to become a \$1MM act. BiCoastal's success turning this group of music sidemen into a headlining act commanding over \$1MM in fees each year attracted other artists to BiCoastal.

As The Hit Men grew in stature and annual fees, BiCoastal grew in roster, industry stature and gross revenues. From a single desk in a small sublet office and just Ron booking shows, the agency now commands 1,500 square feet of office space, with Ron and his business partner/wife Fran, plus 8 full-time agents, a full-time office manager, and a part-time bookkeeper. <https://www.bicoastalproductions.com/contact/>

As will be mentioned in later documents, BiCoastal is a member of major industry organizations, including the Association for Performing Arts Professionals, the International Entertainment Buyers Association, Pollstar, the North American Performing Arts Managers & Agents Association, the Western Arts Alliance, the Consortium of Eastern Regional Theatres, as well as major sponsors of the Arts Midwest conference, the Performing Arts Exchange Conference,

the North Carolina Presenters Consortium, and Pennsylvania Presenters. As of this writing, the International Entertainment Buyers Association (<http://www.ieba.org/>) - the leading not-for-profit trade organization for live entertainment industry professionals who buy, book, and sell talent – has invited Ron Gartner, Managing Partner of BiCoastal Productions to be considered to become a member of the organization's Board of Directors – a prestigious honor in the industry....and quite a "stretch" for someone who started out buying and selling fabrics.

APPENDIX B PROGRAM DESCRIPTION AND STAFFING

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- b. Detail prior experience in the area of entertainment booking
- c. Detail prior experience with public sector clients (similar size and scope).
- d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with the County with respect to this proposal.

INTRODUCTION TO BICOASTAL PRODUCTIONS

BiCoastal Productions is one of the fastest-growing entertainment booking agencies in the industry. Our agency was founded as a "one man band" in 2009 and has grown to be, today, a true force in the business, providing entertainment booking services to theatres, performing arts centers, casinos, fairs and festivals, corporate events, charities and fund-raisers as well as to numerous municipalities in the NY Metropolitan area.

In addition to the agency's two principals, Ron Gartner and Fran Heller, we currently have on staff 7 full-time agents, one Office Manager, and a part-time bookkeeper. In addition, we retain the full-time services of an independent contractor who works with us to secure entertainment bookings at casinos, fairs and festivals, and corporate events.

There's just one reason for this kind of success: we are that good at what we do. We are passionate about the business; nothing gives us more satisfaction than standing in the back of the amphitheatre or auditorium and seeing how much the audiences are enjoying the artists and shows that we have booked into these venues. We pride ourselves on our eye for exceptional talent AND on the integrity, respect and professionalism with which we match the right talent to the right venue, and on the honest and transparent way in which we conduct business.

OUR UNDERSTANDING OF THE RFP AND WHY WE ARE QUALIFIED

Our understanding is that Nassau County is seeking properly qualified individuals and entities authorized to do business in the State of New York to provide entertainment booking and promotion services – including but not limited to the following music genres: Decades, Disco, Popular, Rock, Alternative, Millennial, Classical, Orchestral, "pops" and Broadway.

As a mid-size agency, BiCoastal Productions is uniquely positioned to provide musical talent to please musical talent to please the diverse tastes of the Nassau County population, as follows:

- (1) Our agency is proud to exclusively represent an eclectic mix of nationally recognized music groups, vocalists, and bands, as can be seen in the Exclusives Section of our website. <https://www.bicoastalproductions.com/exclusives>
- (2) In addition to our exclusives, we book numerous other music artists and shows, specialty acts, comedians and a vast selection of the best tribute artists in the business. Many of these are also featured on our website.
- (3) We have very deep relationships with artist managers and agents at the major global entertainment booking agencies such as William Morris Endeavor, Paradigm, CAA, UTA and others. We are therefore able to book artists that we do not represent – including major marquee names as well as emerging artists – at sharply negotiated prices. As a mid-agent, we have booked talent such as Blondie, Colin Hay, Paul Anka, Neil Sedaka, Ricky Skaggs, Edwin McCain, Gabriel Iglesias, Flock of Seagulls, Cassadee Pope, The Spinners, Broadway Stars Linda Eder, Mandy Patinkin and Betty Buckley, Lisa Loeb, Mickey Dolenz, Herman's Hermits, Allen Toussaint, The Psychedelic Furs, Kathy Mattea, The Orchestra and many many more.
- (4) We have strong connections with major industry organizations. We are members of the Association of Performing Arts Presenters, the North American Performing Arts Managers and Agents Association, the International Entertainment Buyers Association, Pollstar, the Consortium of Eastern Regional Theatres, the Western Arts Alliance, the Pennsylvania Presenters, the North Carolina Presenters Consortium, and major sponsors of the Arts Midwest conference and the Performing Arts Exchange Conference. All of these connections give us access the best entertainment being booked at all types of venues across the country; this knowledge enables us to know about and then source the widest possible variety of artists, acts and shows.
- (5) Our staff ranges in age from “millennials” to Baby Boomers and seniors, which gives us – internally – a good feel for recommending the right entertainment to appeal to different demographic groups.

STAFFING FOR NASSAU COUNTY:

Depending on the number of events that will be included in the Scope of Work, BiCoastal Productions will assign four Staff members to the project, to include the two agency principals Ron Gartner and Fran Heller as well as one senior agent and one associate agent. Their bios follow:

Project Leader Bios:

**Ron Gartner, Managing Partner of BiCoastal Productions
and Fran Heller, Chief Marketing Officer of BiCoastal Productions**

The bios of Ron Gartner and Fran Heller (married to each other and principals of BiCoastal Productions) are quite intertwined. Here is their story:

Although BiCoastal Productions was incorporated in 2009, it really began a few years earlier, in the early 2000's. Ron Gartner, born and raised in Los Angeles, was a long-time textile executive in the garment and home furnishings industry, dating back to 1964.

What set Ron apart from most textile executives is that he was a teenage rock & roller whose talent got him as far as performing at the famous Whiskey a Go Go in Los Angeles, where he substituted on a regular basis for the then emerging music star, Johnny Rivers. When Ron's "almost rock-star" career didn't happen, he went into his father's one-man fabric business. Ron built up the business to become a multi-million dollar retail operation, with many stores throughout Southern California, by traveling back and forth from LA to NY, where he did all of the buying for his company. (BiCoastal Fabrics preceded BiCoastal Productions). The company was sold, and Ron went to work for several fabric firms, settling in New York permanently in 1992. It was Ron's experience as a "middleman" buying and selling fabrics in the highly competitive and often cutthroat textile industry that gave him the foundation for being a great agent and deal-maker.

Once established in New York City, Ron had mentioned to an industry friend about his teenage obsession and it then led him to sing at a local piano bar. In 1996, Ron met Fran Heller, and after two years of piano bar visits, she encouraged him to try branching out. Following several years of performing at senior centers, libraries, and private events, Ron used his sales skills to book himself into outdoor concerts for parks and recreation departments in the tri-state area, small theaters, high-end country clubs, and casinos. He then attended a regional performing arts center conference to sell his show; there, a few tribute acts asked Ron to represent their shows and those happenstances forged the beginnings of BiCoastal Productions.

Fran Heller, born and raised in New Jersey, was a long-time senior executive in the marketing and promotions industry when she met Ron Gartner. A cum laude graduate of Cornell University where she majored in Theatre Arts and English, she pursued a career as a creative director in the marketing/advertising/promotions & events industry. After progressively successful stints working as a writer and then creative director at several agencies and companies, she founded a boutique agency in the 1990's and ran it for 12 years; the agency was recognized as one of the best agencies of its kind in the United States. After selling her marketing agency, Fran went to work as a senior executive at successively larger agencies. Her last corporate position was as a Senior Vice President at Young & Rubicam, an international advertising firm. She left Y&R in 2004 to work as a freelance Creative Director for numerous other agencies. Initially intrigued by watching Ron's new found fame as a singer from the sidelines, she would help him occasionally when he attended trade shows or needed to produce some promo materials. Once there appeared to be a real possibility of a successful booking agency, Fran transitioned into becoming Ron's full time partner in the business.

With Fran's marketing skills, coupled with her business savvy, Ron and Fran began to build the agency, act by act. At the beginning, around 2009, they were mostly selling Ron's show and the tribute artists. The change began late 2010 when, with a little luck and skill, they found a group of former musicians who were Four Seasons with Frankie Valli back in the 1970's, The Hit Men. With the Jersey Boys craze at full throttle, they took over managing The Hit Men, as well as being their agents, and groomed them into a successful national act. Other artists heard about BiCoastal's success with The Hit Men and, throughout the years, Ron and Fran have cultivated a growing roster of veteran artists, unique acts, and emerging young talent. They enjoy having many younger agents working with them, giving BiCoastal a fresh vibe and feel, always looking to the future!

Support Staff Bios:

Harlan Halper, Senior Agent at BiCoastal Productions

Harlan Halper is a multi-faceted entertainment professional with 15+ years live entertainment experience, including arts programming, talent buying, personal appearance booking and representation, venue operations management, concert marketing and show promotion, and concert/show/event production.

Before joining BiCoastal in April of 2018, Harlan oversaw all programming and associated financial performance for all entertainment bookings for 3 major Florida venues: the Mahaffey Theatre (2,031 seats), The Palladium (834 seats), and the Al Lang Stadium (up to 11,000 festival-style capacity seating). He directed the search, recommendation, selection, scheduling, advancing and contracting of all entertainment acts for each venue, and then worked in tandem with venue operations and production teams to ensure the smooth advance for all shows and that all artist/show production needs were met.

A partial list of artists Harlan has booked include: Alan Jackson, Alice Cooper, Arturo Sandoval, Barenaked Ladies, Bonnie Raitt, Boston, Chicago, Cyndi Lauper, Diana Krall, Harry Connick Jr., Huey Lewis and the News, Jason Mraz, Kansas, Kingston Trio, Mary J. Blige, Maxwell, Santana, Moody Blues, Take 6 + Manhattan Transfer, The B-52s, The Ten Tenors, Tony Bennett and ZZ Top.

Harlan has also served as an agent with The Kinkead Entertainment Agency <http://www.kinkeadentertainment.com/> and was the founder of Comix Night Club in New York City, which was home to some of the country's top comics – from Jerry Seinfeld to Jon Stewart.

David Butler, Associate Agent at BiCoastal Productions

David Butler reports to Harlan Halper at BiCoastal Productions, where he interfaces with talent buyers and facilitates bookings with roster and non-roster artists.

David is a recent hire at BiCoastal; prior to working here, he was a booking agent for the Halogen Music Group in Vermont, where he counseled and promoted 6 local and regional artists, surveyed and cultivated relationships with venues and promoters across 11 New England states and integrated new connections into the agency database. He booked artist performances at venues, negotiating and securing performance contracts.

A graduate of SUNY Oneonta with a B.A. in the Music Industry, David interned at the Foothills Performing Arts and Civic Center, where he assisted in stage production, front of house preparation and venue management functions, and at times, acted as stage manager for college performances.

COUNTY OF NASSAU

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

1. Name of the Entity: BiCoastal Productions LLC

Address: 122 Victoria Bay Court

City: Palm Beach Gardens State/Province/Territory: FL Zip/Postal Code: 33418

Country: US

2. Entity's Vendor Identification Number: 27-2415117

3. Type of Business: Ltd. Liability Co (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>Ron</u>		
Last Name	<u>Gartner</u>		
MI	<u>G</u>	Suffix	<u></u>
Address	<u>122 Victoria Bay Court</u>		
City	<u>Palm Beach Gardens</u>	State/Province/Territory:	<u>FL</u> Zip/Postal Code: <u>33418</u>
Country	<u>US</u>		
Position	<u>Managing Partner</u>		

First Name	<u>Jack</u>		
Last Name	<u>Forman</u>		
MI	<u>B</u>	Suffix	<u></u>
Address	<u>178 Wall Street</u>		
City	<u>West Long Branch</u>	State/Province/Territory:	<u>NJ</u> Zip/Postal Code: <u>07764</u>
Country	<u>US</u>		
Position	<u>President</u>		

First Name	<u>Fran</u>		
Last Name	<u>Heller</u>		
MI	<u>C</u>	Suffix	<u></u>
Address	<u>122 Victoria Bay Court</u>		
City	<u>Palm Beach Gardens</u>	State/Province/Territory:	<u>FL</u> Zip/Postal Code: <u>33418</u>
Country	<u>US</u>		
Position	<u>Chief Marketing Officer</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	Ron		
Last Name	Gartner		
MI	G	Suffix	
Address	122 Victoria Bay Court		
City	Palm Beach Gardens	State/Province/Territory:	FL Zip/Postal Code: 33418
Country			
Position	Managing Partner		

First Name	Fran		
Last Name	Heller		
MI	C	Suffix	
Address	122 Victoria Bay Court		
City	Palm Beach Gardens	State/Province/Territory:	FL Zip/Postal Code: 33418
Country			
Position	Chief Marketing Officer		

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):

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:
Ronald Gary Gartner [RON@BICOASTALPRODUCTIONS.COM]

Dated: 04/12/2022 01:06:47 PM

Title: Managing Partner

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.



BICOPRO-01

LCOLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2022

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

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

PRODUCER The Loomis Company P&C Division 850 N Park Road Wyomissing, PA 19610	CONTACT NAME: Lindsay Colon	
	PHONE (A/C, No, Ext): (610) 374-4040 2250	FAX (A/C, No):
E-MAIL ADDRESS: lcolon@loomisco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Tokio Marine Specialty Insurance Company		23850
INSURED Bicoastal Productions 425 East 63 Street #W3D New York, NY 10065	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	INSURER G :	

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	COMMERCIAL GENERAL LIABILITY	X	X	PPK2366188	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 0
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

If required by written contract, the Certificate Holder is an Additional Insured on the General Liability policy subject to the terms, conditions, and exclusions of the policy. Waiver of Subrogation applies to the General Liability policy if required by written contract, subject to the terms, conditions and exclusions of the policy.

Member ID: B191002 Nassau County in the State of New York, and its officials, employees, volunteers, agents, and representatives have Additional Insured status per attached form CG-2010, which is included in the policy, while the Named Insured is "on premises".

CERTIFICATE HOLDER

CANCELLATION

Nassau County in the State of New York and its officials, employees, volunteers, agents and represen
 1899 Hempstead Turnpike
 East Meadow, NY 11554

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

AUTHORIZED REPRESENTATIVE

[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Nassau County in the State of New York, and its officials, employees, volunteers, agents and representatives 1899 Hempstead Turnpike East Meadow, NY 11554	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

BRUCE A. BLAKEMAN
County Executive



DARCY A. BELYEA
Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

TO: Robert Cleary, Chief Procurement Officer

FROM: Darcy A. Belyea *DAB*
Commissioner, Department of Parks, Recreation and Museums

DATE: April 26, 2022

SUBJECT: Delay Memo – BiCOASTAL PRODUCTIONS -
CQPK19000013/CLPK22000002

This memorandum is submitted in response to your request for a delay memo to explain the retroactivity of the above-mentioned Amendment CLPK22000002 against Contract for Services-CQPK19000013 for BiCoastal Productions. BiCoastal Productions is a promotor who is retained by the County to obtain and promote bands, musical enterainers and/or entertainers on behalf of the Parks Department. The term of this agreement was from June 19, 2019 through December 31, 2021, and may be renewed for one (1) two (2) year period under the same term and conditions.

The delay in processing this Amendment was primarily due to new Principal accounts needed to be set up for two principals that they were unaware of, as well as the completion of the Principal Questionnaire forms. These delays lead to the retroactivity of this agreement.