



Certified: --

**E-73-22**

Filed with the Clerk of the Nassau County  
Legislature on June 20, 2022 1:04pm

**NIFS ID: CLPK22000006**

Capital:

Contract ID #: CQPK19000023-05

NIFS Entry Date: 06/17/2022

**Department: Parks**

Service: Advertising

Term: from 03/01/2020 to 02/28/2025

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

Vendor/Municipality Info:	
Name: <b>Ed Moore Advertising</b>	ID#: <b>112396029</b>
Main Address: <b>10 Village drive westdix hills, NY 11746</b>	
Main Contact: <b>Joseph kenny</b>	
Main Phone: <b>(631) 667-5525</b>	

Department:
Contact Name: <b>Linda Barker</b>
Address: <b>Administration Bldg. Eisenhower Park East Meadow, NY 11554</b>
Phone: <b>(516) 572-0238</b>
Email: <b>ContractRoutingParks@nassaucountyny.gov</b>

## Contract Summary

<b>Purpose:</b> Amended Term and Amended Payment: Amendment 1 extends the term until February 28, 2025 and the maximum amount in the Original agreement (attached CQPK19000023) shall be increased from \$450,000 by \$1,800,000 to \$2,250,000.
<b>Method of Procurement:</b> Contract (copy attached) CQPK19000023 already in place since 3/1/20
<b>Procurement History:</b> Contract (copy attached) CQPK19000023 already in place since 3/1/20
<b>Description of General Provisions:</b> Providing advertising, including, but not limited to print, radio, tv, and internet advertising in order to aid the tourism, travel and hospitality industries in Nassau County (i.e. parks, beaches, museums, entertainment venues) that were negatively impacted by the COVID-19 pandemic.
<b>Impact on Funding / Price Analysis:</b> ESARP3104 DE500 \$600,000. Maximum amount being increased by \$1,800,000. New

total maximum amount of \$2,250,000. Encumbering \$600,000 at this time.
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
ARP	30	3104	DE	ESARP3104	DE500	ESARP3104 DE500	05	\$600,000.00
						TOTAL	\$600,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$600,000.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$600,000.00

## Routing Slip

Department			
NIFS Entry	Linda Barker	06/17/2022 06:06PM	Approved
NIFS Final Approval	Linda Barker	06/17/2022 06:11PM	Approved
Final Approval	Linda Barker	06/17/2022 06:11PM	Approved
County Attorney			
Approval as to Form	Daniel Gregware	06/20/2022 09:49AM	Approved
RE & Insurance Verification	Andrew Amato	06/20/2022 09:49AM	Approved
NIFS Approval	Daniel Gregware	06/20/2022 09:54AM	Approved
Final Approval	Daniel Gregware	06/20/2022 09:54AM	Approved
OMB			
NIFS Approval	Sanju Jacob	06/20/2022 08:08AM	Approved
NIFA Approval	Irfan Qureshi	06/20/2022 09:37AM	Approved
Final Approval	Irfan Qureshi	06/20/2022 09:37AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	06/20/2022 10:46AM	Approved
DCE Compliance Approval	Robert Cleary	06/20/2022 10:46AM	Approved
Vertical DCE Approval	Edward Powers	06/20/2022 11:08AM	Approved
Final Approval	Edward Powers	06/20/2022 11:08AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	06/20/2022 12:43PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
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 COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS, AND ED MOORE ADVERTISING AGENCY, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Ed Moore Advertising Agency, Inc. to provide advertising and assist in the development and implementation of a promotional and event marketing plan for the Department of Parks, Recreation & Museums, 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 Ed Moore Advertising Agency, Inc.

## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) Ed Moore Advertising Agency, Inc., having its principal office at 10 Village Drive West, Dix Hills, New York 11746 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPK19000023 between the County and Contractor, executed on behalf of the County on March 13, 2020 (the "Original Agreement"), the Contractor provides advertising and assists in the development and implementation of a promotional and event marketing plan for the Department, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 1, 2020 until February 28, 2023, unless sooner terminated in accordance with the terms of the Original Agreement; provided that the County may renew the Original Agreement under the same terms and conditions for one (1) additional two (2) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred Fifty Thousand Dollars (\$150,000.00) per year for a cumulative maximum total of Four Hundred Fifty Thousand Dollars (\$450,000.00) (not including the two (2) year renewal period) (the "Maximum Amount"); and

WHEREAS, the County has received Coronavirus Local Fiscal Recovery Funds ("CLFRF") that was received and established pursuant to Subtitle M of Title IX of the American Rescue Plan Act of 2021 ("ARPA");

WHEREAS, aid to tourism, travel, and hospitality industries is an enumerated eligible use of CLFRF monies under ARPA; and

WHEREAS, the County desires to utilize a portion of the CLFRF monies it has received to add funding to the Original Agreement to aid the tourism, travel, and hospitality industries in the County by advertising and marketing the leisure and hospitality sector including, but not limited to, parks, beaches, museums, concert and entertainment venues events, travel accommodations, and other tourist destinations in the County; and

WHEREAS, the County further desires to exercise the two (2) year renewal option available under the Original Agreement.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 28, 2025, subject to earlier termination as provided for under the Amended Agreement.

2. Payment. (a) Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Eight Hundred Thousand Dollars (\$1,800,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) (the "Amended Maximum Amount"). The Amendment Maximum Amount shall be payable in accordance with the terms of the Original Agreement and is allocated and further subject to the following terms:

- (i) One Million Five Hundred Thousand Dollars (\$1,500,000.00) of the Amendment Maximum Amount consists of CLFRF funds (the "CLFRF Funds"). Use of CLFRF Funds is subject to Contractor's compliance with the attached Exhibit A and Section 3 below. All CLFRF Funds must be obligated by December 31, 2024.
- (ii) Three Hundred Thousand Dollars (\$300,000.00) of the Amendment Maximum Amount consists of non-CLFRF monies, or in other words, monies from non-CLFRF sources of funding. The Three Hundred Thousand Dollars (\$300,000.00) of non-CLFRF monies authorized under this Amendment together with the Maximum Amount authorized under the Original Agreement total Seven Hundred Fifty Thousand Dollars (\$750,000.00) of non-CLFRF monies now authorized under this Amended Agreement (cumulatively, "Non-CLFRF Funds"). Upon approval of this Amendment, Non-CLFRF Funds are no longer subject to a per year dollar cap and may be used as deemed appropriate by the Department at any time during the term of the Amended Agreement.

(b) CLFRF Funds. The Contractor acknowledges that the County will be using CLFRF Funds and Non-CLFRF Funds to pay the Contractor for Services to be performed under the Amended Agreement. As such, the Contractor must ensure it receives direction from the Department as to whether its Services are being paid with CLFRF Funds or Non-CLFRF Funds to ensure compliance with all CLFRF and related ARPA requirements.

(c) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of the Amended Agreement. The Contractor further acknowledges that the encumbrance that will be approved upon execution of this Amendment is Six Hundred Thousand Dollars (\$600,000.00) of CLFRF Funds. Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice will include the amount encumbered and indicate whether they are CLFRF Funds or Non-CLFRF Funds. Such notification shall serve as notice to proceed.

3. Compliance with Law. (a) Generally. In addition to the Compliance with Law provisions contained in the Original Agreement, with respect to CLFRF Funds, the Contractor shall comply with all applicable federal laws governing CLFRF monies and ARPA, including, but not limited to, such requirements contained in Exhibit A, the United States Department of the Treasury's Final Rule with respect to use of ARPA and CLFRF monies, and other compliance and reporting guidance detailing permissible uses and other requirements with respect to CLFRF monies ("CLFRF Guidance"). Further, without limiting the generality of the forgoing, with respect to CLFRF Funds, the Contractor shall comply with the following requirements:

- (i) The Contractor is subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when the Contractor spends \$750,000 or more in federal awards during their fiscal year to the extent such CLFRF Funds payable under this Amendment is considered a federal award;
- (ii) The CLFRF Funds are subject to 2 C.F.R. 200.303 regarding internal controls;
- (iii) The CLFRF Funds are subject to 2 C.F.R. 200.330 through 200.332 regarding monitoring and management;
- (iv) The CLFRF Funds are subject to 2 C.F.R. Part 200 Subpart F regarding audit requirements;
- (v) The CLFRF Funds are subject to applicable provisions of 2 C.F.R. 200 Subpart E Cost Principles.
- (vi) Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Amended Agreement, including, but not limited to, 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F and Exhibit A;
- (vii) Hatch Act. Contractor shall comply with the provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) (the "Hatch Act") limiting the political activities of public employees, as it relates to the programs funded. Employees of a Contractor may also be subject to the Hatch Act if the statutes through which the Contractor derives their federal funding, including without limitation any applicable ARPA rules, contains a provision stating that employees of the recipient organizations are deemed to be public employees for purposes of the Hatch Act;
- (viii) Nondiscrimination. The Contractor shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Further details regarding applicable CLFRF federal non-discrimination provisions can be found in the attached Exhibit A and local non-discrimination provisions in the Appendix EE attached to the Original Agreement;
- (ix) Conflict of Interest. By executing this Amendment, the Contractor warrants that it is in compliance with applicable federal, state and local conflict of interest regulations and requirements, including but not limited to full compliance with the provisions of the Nassau County Vendor Code of Ethics. The Contractor shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees



engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract; and

- (x) With respect to any conflict between any such federal law and the terms of this Amended Agreement and/or the provisions of any non-federal law, except as otherwise required under federal law, the more stringent requirement shall control.
- (xi) CLFRF Funds may only be used for eligible activities as described under the CLFRF Guidance and the provisions of this Amended Agreement. The County reserves the right to pursue any remedies against the Contractor for Contractor's failure to comply with CLFRF Guidance or the terms contained in this Amended Agreement, included, but not limited to, the return of any CLFRF Funds paid to the Contractor under this Amended Agreement.

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective  
Date.

ED MOORE ADVERTISING AGENCY, INC.

By: Christine Kenny  
Name: Christine Kenny  
Title: Pres  
Date: 6/17/22

NASSAU COUNTY

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

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

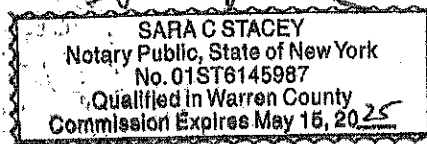
)ss.:

COUNTY OF NASSAU)

WARREN

On the 17 day of June in the year 2022 before me personally came Christine Kenny to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of Ed Moore Advertising Agency Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is 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

## EXHIBIT A

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### **SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT TO THE AMERICAN RESCUE PLAN ACT**

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Contractor shall comply with these supplementary conditions (the "Supplementary Conditions") and, with respect to a contract for which any portion of the funding is derived from CLFRF monies made available by the County to the Contractor, shall: (1) attach these Supplementary Conditions to any such contract entered into between Contractor and a subcontractor or agreement entered into between Contractor and a lower-tiered grantee/contractor; (2) require that all Contractor subcontractors attach these Supplementary Conditions to their subcontracts; and (3) require all Contractor subcontractors to require their sub-subcontractors to attach these Supplementary Conditions in all lower-tiered sub-subcontracts. When these Supplementary Conditions are attached to any such contract, references herein to "County" shall be deemed to refer to the party seeking products and/or services, and references to "Contractor" shall be deemed to refer to the party providing products and/or services, and references to the "Agreement" or "agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such contracting parties.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

## **SUPPLEMENTARY CONDITIONS**

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The following terms and conditions apply to the Agreement and any other agreement for which any portion of the funding is derived from American Rescue Plan Act of 2021 ("ARPA") funds.

### **GENERAL CONDITIONS**

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of funding from the Coronavirus State and Local Fiscal Recovery Fund ("CLFRF"), shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the CLFRF funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Contractor, and, if applicable, subcontractors, shall only use CLFRF funds for eligible CLFRF activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of CLFRF, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of CLFRF funds.

**5. RECORDS AND REPORTING REQUIREMENTS.** The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. The Contractor shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the County of Nassau or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Nassau, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the County in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Contractor shall cooperate with all County efforts to comply with CLFRF related requirements and regulations pertaining to recordkeeping and reporting.

**6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Treasury.

**7. DEBARMENT AND SUSPENSION.** The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor must be registered with SAM.gov in accordance with applicable regulations. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. CONFLICTS OF INTEREST.** The Contractor shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an

actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Contractor shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the County, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

**9. SUBCONTRACTING.** The Contractor represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Contractor will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

**10. ASSIGNABILITY.** The Contractor shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

**11. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in the Agreement.

**12. TERMINATION.** If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

A. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under the Agreement shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

B. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The County may terminate the Agreement at any time by giving at least ten (10) days' notice in

writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**13. LOBBYING (Applicable to Agreements exceeding \$100,000).** The Contractor certifies, to the best of its knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Grantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).** The Contractor shall comply with New York State bonding requirements, unless they have not been approved by the U.S. Treasury Department or other applicable federal agency, in which case the Contractor shall comply with the following minimum bonding requirements:

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the Contractor for 100 percent of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.



C. A payment bond on the part of the Contractor for 100 percent of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**15. AUDIT / ACCESS TO RECORDS.** The County, U.S. Treasury Department, the Comptroller General of the United States, the Office of the Nassau County Comptroller, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Contractor records that may be provided under the Agreement.

**16. MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

**17. COPYRIGHT.** Any creative or literary work developed or commissioned by the Contractor with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

A. If the County shares its right to copyright such work with the Contractor, the County and the U.S. Treasury Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Contractor, sub-Contractor, or a contractor purchases ownership with ARPA funding support provided by the County under the Agreement.

B. The Contractor shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

“This project was supported by ARPA funding administered by the County of Nassau, New York and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Nassau, New York or the U.S. Department of the Treasury.”

**18. COUNTY SEAL, LOGO, AND FLAGS.** The Contractor shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

**19. NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

**20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement.

**21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

A. The Contractor and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:

1. procure or obtain;
2. extend or renew a contract to procure or obtain; or
3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

II. Telecommunications or video surveillance services provided by such entities or using such equipment.

III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. The Contractor and/or applicable subcontractor's attention is directed to Public Law 115–232, section 889 for additional information.

D. The Contractor and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

## **22. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

A. As appropriate and to the extent consistent with law, the Contractor and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **CIVIL RIGHTS AND DIVERSITY PROVISIONS**

**23. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. The Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate

in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

**25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or

otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

**26. AGE DISCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**27. NONDISCRIMINATION.** The Contractor shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor":

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Contractor shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts

covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 C.F.R. 60-4.3)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which the Agreement resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the Agreement resulted.

3. If the Contractor is participating (pursuant to 41 C.F.R. § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and

to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which the Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.



- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and

cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**28. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).** The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of these Supplementary Conditions.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts

exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
8. Activities sponsored by the Contractor including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually

disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

### **LABOR PROVISIONS**

**30. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under the Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**31. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to contracts exceeding \$100,000 that involve the employment of mechanics or laborers).** The Contractor shall comply with 40 U.S.C. §§ 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

**32. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).** The

Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141 to 3144, and 3146 to 3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of the Agreement.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under the Agreement, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County and Secretary of Labor for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by the County, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### **ENVIRONMENTAL PROVISIONS**

**33. ENERGY EFFICIENCY.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

**34. SOLID WASTE DISPOSAL.** Pursuant to 2 C.F.R. § 200.323, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing

an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**35. ENVIRONMENTAL PROTECTION LAWS.**

If the Agreement is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q), Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act), and all other applicable environmental laws that may exist now or in the future. Violations must be reported to the U.S. Treasury and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts in excess of \$150,000.





## 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 (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) Ed Moore Advertising Agency, Inc., having its principal address at 10 Village Drive West, Dix Hills, NY 11746 (the "Contractor").

### WITNESSETH:

WHEREAS, the County has received funding from the State of New York (the "State") 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;

WHEREAS, the services to be performed pursuant to this Agreement are within the intent and purview of State Tax Law 1202-q;

WHEREAS, in order to procure said services, the Department issued Request for Proposals ("RFP") #PK0211-1909, issued February 11, 2019; and

WHEREAS, the RFP provided for an Agreement term of three (3) years with the possibility of renewing for two (2) years; and

WHEREAS, the Contractor was selected based upon its proposal, including consideration of its experience and expertise; and

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

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

1. Term. This Agreement shall commence on March 1, 2020 and shall terminate on February 28, 2023, 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. The services to be provided by the Contractor under this Agreement shall consist of assisting in the development and implementation of a promotional and event marketing plan for the Department and providing advertising, including, but not limited to print, radio and internet advertising for the Nassau County Events, per example as described in Attachment "A". Contractor acknowledges that all monies paid under the

terms of this contract are only used for advertising, and that the Department must approve the placement of all advertising. Contractor receives a commission from the entity wherein such advertising is placed.

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 be One Hundred Fifty Thousand Dollars (\$150,000.00) per year. This amount is inclusive of any and all expenses, including, travel.

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

(e) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that there shall be no initial encumbrance under this Agreement. Thereafter, the Department will notify the Contractor of the availability of monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws. 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) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the parties of such request prior to disclosure of the Information so that the parties may take such action as it deems appropriate.

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

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

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

(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

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

(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suite, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

(c) Contractor hereby (i) assumes all risk, danger and injury arising out of or in connection with this Agreement and (ii) releases the County, its officers, employees, and agents from and against any and all liabilities, losses, costs, expenses and damages arising out of or in connection with this Agreement. Without limiting the generality of the foregoing, Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

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 two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) 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 two million dollars (\$2,000,000) per occurrence and two million dollars (\$4,000,000) 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) Workers' Compensation: In the event that the Permittee engages, or intends to engage employees for the use, maintenance or repair of the permitted area covered by this Permit, Permittee will furnish a certificate of current Worker's Compensation insurance to cover all such personnel.

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 thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

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

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

14. 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.

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

16. 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.

17. 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.

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

19. 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.

20. 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.

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

ED MOORE ADVERTISING AGENCY, INC.

By: Christine A. Kenny  
Name: Christine A. Kenny  
Title: V.P.  
Date: 6/24/19

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

SUFFOLK)ss.:  
COUNTY OF NASSAU)

On the 24<sup>th</sup> day of June in the year 2017 before me personally came CHRISTINE A. KENNY to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the VICE PRESIDENT of ED MORE ADVERTISING, 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.

Carol A. Byrne  
NOTARY PUBLIC

CAROL A. BYRNE  
NOTARY PUBLIC, State of New York  
No. 52-4800232 Suffolk County  
Term Expires July 30, 2021

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU)

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

\_\_\_\_\_  
NOTARY PUBLIC

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

Edward U Moore (Name)

1701 Greenway, Woodbury, NY 11787 (Address)

631-667-5525 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee \_\_\_\_\_ has 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 Permittee, describe below:

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

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

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

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

6/26/19  
Dated

Edward V. Moore  
Signature of Chief Executive Officer  
Edward V. Moore  
Name of Chief Executive Officer

Sworn to before me this  
26 day of June, 2019.

Doreen R. Pennica  
Notary Public

DOREEN R. PENNICA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6170832  
Qualified in Nassau County  
My Commission Expires July 23, 2019

**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 arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide 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.

## Attachment "A"

Below is an example of Advertising that Ed Moore Advertising placed in 2021 to promote different events at various parks through out Nassau County. Similar Advertisements will be placed in 2022 for the Parks Department.

### March 2021 – February 2022 Advertising

#### Week 25 Mon 6/14 - Sun 6/20, 2021

*Bollywood Movies Thu 6/17 Eisenhower Park 8pm (no Advertising)*

*WW2 Encampment June 19 & 20 OBVR (no Advertising)*

\$4024 Newsday Full Page Nassau/Queens Thu 6/17 (Eisenhower All Concert listing)

#### Week 26 Mon 6/21 - Sun 6/27, 2021

*Bollywood Movies Thu 6/24 Eisenhower Park 8pm (no advertising)*

*Roots Foundation (Bob Marley) Eisenhower Park Sat 6/26 8pm*

\$1006 Newsday ¼ Page All Nassau/Que Fri 6/25 (Eisenhower concerts)

\$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (weekends show)

\$1000 News12 spots Mon 6/21 – Fri 6/25 Eisenhower (Roots Foundation)

\$250 Social Media / Facebook / instagram (Eisenhower & other concerts for the week)

\$750 WBAB 30 second Tue 6/22 – Sat 6/26 Eisenhower (Roots Foundation) \$700

\$2400 Blue Rock TV Production: 12 TV Spots @ \$200 per for Fri/Sat Concerts

#### Week 27 Mon 6/28 - Sun 7/4, 2021

*Anyway you Want (Journey) Eisenhower Park Sat 7/3 8pm*

*OBVR 1864 Independence day Celebration Sun 7/4*

*Tackapausha Musuem "Raptors –Predators of the Sky Sat 7/3*

\$1006 Newsday ¼ Page All Nassau/Que Fri 7/2 (Eisenhower concerts)

\$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (weekends show)

\$1000 News12 spots Mon 6/28 – Fri 7/2 Eisenhower (Anyway you Want)

\$250 Social Media / Facebook / instagram (Eisenhower & other concerts for the week)

\$750 WBAB 30 second Tue 6/29 – Sat 7/3 Eisenhower (Anyway you Want)

\$500 WKJY 98.3 30 second Fri 7/2 – Tue 7/6 Chelsea Concert (Young Classic)

\$415 Anton ¼ PageAll Papers Thu 7/1 for Chelsea (Concert 7/6)

\$250 Social Media ads OBVR Independence Day to until 7/4 (OBVR)

\$500 WKJY 98.3 30 second spot Mon 6/28 – Sat 7/3 independence day (obvr)

\$500 Max103.1 30 second spot Thu 7/1 – Sat 7/3 independence day (obvr)

\$500 WBAB 30 second spot Thu 7/1 – Sat 7/3 independence day (obvr)

\$1000 News 12 spots Mon 6/28 – Sat 7/3 OBVR July 4<sup>th</sup> (obvr)

\$295 Seaford Herald ¼ page Thu 7/1 for Tackapausha Raptors Event

\$199 Anton Massapequa Oserve Stripp Ad 8.75x1.25 Front Cover (Tackapausha)

\$589 LI Press Full Page Color (eisnenhower movies & concerts)

#### Week 28 Mon 7/5 - Sun 7/11, 2021

*Young Classical Artist Tue 7/6 Concert (Chelsea Mansion)*

*Eisenhower Movies in Park Thur 7/8 (secret life of pets)*  
*Nickerson Movies at Beach Fri 7/9 (book of Life)*  
*Half Step (Grateful dead)) Eisenhower Park Sat 7/10 8pm*  
 \$1006 Newsday ¼ Page All Nassau/Que Fri 7/9 (Eisenhower concerts)  
 \$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (weekends show)  
 \$1000 News12 spots Mon 7/5 – Fri 7/9 Eisenhower (Half Step)  
 \$250 Social Media / Facebook / instagram (Eisenhower & other concerts for the week)  
 \$250 Social Media / Facebook / instagram (Chelsea Concert 7/6)  
 \$750 WBAB 30 second Tue 7/6 – Sat 7/10 Eisenhower (Half Step)  
 \$225 East Meadow Herald & ¼ page Thu 7/8 (eisenhower movies)  
 \$179 Westbury Times Front Page Strip ad 8.75x1.25 Thu 7/8 (eisenhower movies)  
 \$225 Seaford Herald ¼ page Thu 7/8 for Cedar Creek Movies Next Tues  
 \$225 Long Beach Herald ¼ page Thu 7/8 for Nickerson Movies  
 \$500 WKJY 98.3 30 second Fri 7/9 – Wed 7/14 Chelsea Concert (LI Orchestra)  
 \$450 East Meadow & Bellmore Herald & ¼ page Thu 7/8 (eisen noon 7/14 concert)  
 \$415 Anton ¼ Color All 18 Papers Thu 7/8 for Chelsea (Concert 7/14)

#### **Week 29 Mon 7/12 - Sun 7/18, 2021**

*Cedar Creek Movies in Park Tue 7/13 (coco)*  
*LI Concert Orchestra Wed 7/14 (Chelsea Mansion)*  
*Eisenhower Wed Noon time Concert (Bobby Doo Wop) wed 7/14*  
*Eisenhower Movies in Park Thur 7/15 (trolls)*  
*Devoted to the Allman Bros Eisenhower Park Sat 7/17 8pm*  
*Nickerson Movies at Beach Sun 7/18 (Ferdinand)*  
 \$1006 Newsday ¼ Page All Nassau/Que Fri 7/16 (Eisenhower concerts)  
 \$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (weekends show)  
 \$1000 News12 spots Mon 7/12 – Fri 7/16 Eisenhower (Allman Bros)  
 \$250 Social Media / Facebook / instagram (Eisenhower & other concerts for the week)  
 \$750 WBAB 30 second Tue 7/13 – Sat 7/17 Eisenhower (Allman Bros)  
 \$415 Anton all Papers ¼ Page Color Thu 7/15 (Chris Morley concert 7/20)  
 \$225 East Meadow Herald & ¼ page Thu 7/15 (eisenhower movies)  
 \$179 Westbury Times Front page Strip 8.75x1.25 Thu 7/15 (eisenhower movies)  
 \$225 Nassau Herald ¼ page Color Thu 7/15 Woodmere Pk (Next Tues Movie)  
 \$225 Long Beach Herald & ¼ page Thu 7/15 (Nickerson Beach Sun movies)  
 \$250 WHLI 60 second Mon 7/12-Wed 7/14 Eisenhower (Noon Concert)  
 \$450 East Meadow & Bellmore Herald & ¼ page Thu 7/15 (eisen noon 7/21 concert)  
 \$250 Social Media / Facebook / instagram (Chelsea Mansion 7/14 concert)

#### **Week 30 Mon 7/19 - Sun 7/25, 2021**

*Ragdoll (Four Seasons Tribute) Tue 7/20 concert (chris morley)*  
*North Woodmere Movies in Park Tue 7/20 (inside out)*  
*Eisenhower Wed Noon time Concert (Johnny Avino) wed 7/21*  
*Eisenhower Movies in Park Thur 7/22 (the croods)*  
*Sir Paul (Paul McCartney) Eisenhower Park Sat 7/24 8pm*  
 \$1006 Newsday ¼ Page All Nassau/Que Fri 7/23 (Eisenhower concerts)  
 \$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (weekends show)  
 \$1000 News12 spots Mon 7/19 – Fri 7/23 Eisenhower (Paul McCartney)

\$250 Social Media / Facebook / instagram (Eisenhower & other concerts for the week)  
 \$750 WBAB 30 second Tue 7/20 – Sat 7/24 Eisenhower (Paul McCartney)  
 \$500 WBZO 30 second Fri 7/16 – Tue 7/20 Chris Morley 7/20 concert)  
 \$225 East Meadow Herald & ¼ page Thu 7/22 (eisenhower movies)  
 \$179 Westbury Times Front Page Strip Thu 7/22 (eisenhower movies)  
 \$225 Seaford Herald ¼ page Thu 7/22 for Cedar Creek Movies Next Tues  
 \$250 WHLI 60 second Mon 7/19-Wed 7/21 (chris morley 7/20 & Eisen Noon Concert)  
 \$450 East Meadow & Bellmore Herald & ¼ page Thu 7/22 (eisen noon 7/28 concert)  
 \$250 Social Media / Facebook / instagram (Ragdoll 7/20 Chris Morley Pk)

### **Week 31 Mon 7/26 - Sun 8/1**

*Eisenhower Wed Noon time Concert (Vinny Pizzo) wed 7/28*  
*Cedar Creek Movies in Park Tue 7/27 (Spys in Disguise)*  
*Eisenhower Movies in Park Thur 7/29 (Abominable)*  
 Nickerson Movies at Beach Fri 7/30 (angry birds)  
*Petty Rumors (TomPetty) Eisenhower Park Sat 7/31 8pm*  
*OBVR Old Time Baseball Touranment July 31 & August 1*  
 \$1006 Newsday ¼ Page All Nassau/Que Fri 7/30 (Eisenhower concerts)  
 \$1006 Newsday ¼ Page All Nassau/Que Thu 7/29 (John King Concert 8/8)  
 \$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (weekends show)  
 \$1000 News12 spots Mon 7/26 – Fri 7/30 Eisenhower (Tom Petty)  
 \$250 Social Media / Facebook / instagram (Eisenhower & other concerts for the week)  
 \$750 WBAB 30 second Tue 7/27 – Sat 7/31 Eisenhower (Tom Petty)  
 \$225 East Meadow Herald & ¼ page Thu 7/29 (eisenhower movies)  
 \$179 Westbury Times Front Page Strip ad Thu 7/29 (eisenhower movies)  
 \$225 Nassau Herald ¼ page Color Thu 7/29 Woodmere Pk (Next Tues Movie)  
 \$225 Nassau Herald ¼ page Color Thu 7/29 Woodmere Mon 8/2 Concert  
 \$225 Long Beach Herald ¼ page Thu 7/29 for Nickerson Fri Movies  
 \$250 WHLI 60 second Mon 7/26-Wed 7/28 Eisenhower (Noon Concert)  
 \$1000 News 12 spots Mon 7/26-Fri 7/30 Old Time Baseball Tournament (OBVR)

### **Week 32 Mon 8/2 - Sun 8/8**

*North Woodmere Park Concert Mon 8/2 (forever Plaid)*  
*North Woodmere Movies in Park Tue 8/3 (UP)*  
*Eisenhower Movies in Park Thur 8/5 (The War with Granpa)*  
*Garvies Point Butterfly & insect Sat 8/7 8pm*  
*Janis Joplin experience Eisenhower Park Sat 8/7 8pm*  
*OBVR Old Time Music 8/7, 8/8*  
*John King Country Concert (Mitchel Athletic Complex) Sun August 8<sup>th</sup> 8pm*  
 \$2012 Newsday 1/2 Page All Nassau/Que Thu 8/5 (John King)  
 \$1006 Newsday ¼ Page All Nassau/Que Fri 8/6 (Janis Joplin)  
 \$2012 Newsday 1/2 Page All Nassau/Que Fri 8/6 (John King)  
 \$1530 Nash 94.7 30 second Tue 8/3 – Sat 8/7 Mitchel Field (John King)  
 \$500 WJVC Radio 30 second Tue 8/3 – Sat 8/7 Mitchel Field (John King)  
 \$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (John King)  
 \$1000 News12 spots Mon 8/2– Fri 8/6 Mitchell Field (John King)

\$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (weekends show)  
 \$1000 News12 spots Mon 8/2- Fri 8/6 Eisenhower (Janis Joplin)  
 \$250 Social Media / Facebook / instagram (Janis Joplin)  
 \$750 WBAB 30 second Tue 8/3 - Sat 8/7 Eisenhower (Janis Joplin)  
 \$225 East Meadow Herald & ¼ page Thu 8/5 (eisenhower movies)  
 \$179 Westbury Times Front page Strip Thu 8/5 (eisenhower movies)  
 \$225 Seaford Herald ¼ page Thu 8/5 for Cedar Creek Movies Next Tues  
 \$500 WKJY 98.3 30 sec Fri 8/6 -Wed 8/11 Chelsea Concert (Swingtime 8/11)  
 \$450 East Meadow & Bellmore Herald & ¼ page Thu 8/5 (eisen noon 8/11 concert)  
 \$415 Anton ¼ Page all Papers Thu 8/5 for Chelsea (Concert 8/11)  
 \$415 Anton ¼ Page all Papers Thu 8/5 for Garvies Point  
 \$225 Glen Cove Herald Gazette Thu 8/5 for garvies Point  
 \$1000 News 12 spots Mon 8/2-Fri 8/6 Old Time Music (OBVR)  
 \$250 Social Media / Facebook / instagram (North Woodmere Pk 8/2 Concert)  
 \$500 Social Media / Facebook / instagram (Mitchell Athletic Field John King 8/8)  
 \$415 Anton ¼ Page all Papers Thu 8/5 for (John King 8/8)

### **Week 33 Mon 8/9 - Sun 8/15**

*Cedar Creek Movies in Park Tue 8/10 (Hocus Pocus)*  
*Eisenhower Wed Noon time Concert (Tangerine) wed 8/11*  
*Swingtime Big Band Wed 8/11 (Chelsea Mansion)*  
*Eisenhower Movies in Park Thur 8/12 (Playing with Fire)*  
*Misty Mountain (Led Zeppelin) Eisenhower Park Sat 8/14 8pm*  
*Nickerson Movies at Beach Sun 8/15 (angr Birds)*  
 \$1006 Newsday ¼ Page All Nassau/Que Fri 8/13 (Eisenhower concerts)  
 \$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (weekends show)  
 \$1000 News12 spots Mon 8/9- Fri 8/13 Eisenhower (Led Zeppelin)  
 \$250 Social Media / Facebook / instagram (Led Zeppelin)  
 \$750 WBAB 30 second Tue 8/10 - Sat 8/14 Eisenhower (Led Zeppelin)  
 \$225 East Meadow Herald & ¼ page Thu 8/12 (eisenhower movies)  
 \$179 Westbury Times front page stripp ad Thu 8/12 (eisenhower movies)  
 \$225 Nassau Herald ¼ page Color Thu 8/12 Woodmere Pk (Next Tues Movie)  
 \$225 Long Beach Herald ¼ page Thu 8/12 (Nickerson Beach Sun movies)  
 \$250 WHLI 60 second Mon 8/9-Wed 8/11 Eisen Noon Concert & Chelsea 8/11 Concert  
 \$450 East Meadow & Bellmore Herald & ¼ page Thu 8/12 (eisen noon 8/18 concert)  
 \$1500 Social Media Entries/Volunteers/Fair 8/9 - 9/4 (LI Fair)  
 \$1000 Newsday.com 100,000 Imp Nassau County 8/9 - 9/4 (LI Fair)  
 \$1006 Newsday ¼ Page All Nassau/Que Fri 8/13 (LI Fair)

### **Week 34 Mon 8/16 - Sun 8/22**

*North Woodmere Movies in Park Tue 8/17 (hocus Pocus)*  
*Eisenhower Wed Noon time Concert (Tommy Sullivan) wed 8/18*  
*Eisenhower Movies in Park Thur 8/19 (My Spy)*

*Nickerson Movies at Beach Fri 8/20 (High School Musical)*  
*Strange Magic (Electric Light Orchestra) Eisenhower Park Sat 8/21 8pm*  
 \$1006 Newsday ¼ Page All Nassau/Que Fri 8/20 (Eisenhower concerts)  
 \$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (weekends show)  
 \$1000 News12 spots Mon 8/16– Fri 8/20 Eisenhower (ELO)  
 \$250 Social Media / Facebook / instagram (Eisenhower & other concerts for the week)  
 \$750 WKJY400/WBZO350 30 second Tue 8/17 – Sat 8/21 Eisenhower (ELO)  
 \$225 East Meadow Herald & ¼ page Thu 8/19 (eisenhower movies)  
 \$179 Westbury Times Front Page Strip ads Thu 8/19 (eisenhower movies)  
 \$225 Long Beach Herald ¼ page Thu 8/19 (Nickerson Beach Fri movies)  
 \$250 WHLI 60 second Mon 8/16-Wed 8/18 Eisenhower (Noon Concert)  
 \$450 East Meadow & Bellmore Herald & ¼ page Thu 8/19 (eisen noon 8/25 concert)  
 \$2012 Newsday ¼ Page Full Run Fri 8/20 (LI Fair)

**Week 35 Mon 8/23 - Sun 8/29**

*Eisenhower Wed Noon time Concert (Fran & Frank) wed 8/25*  
*Eisenhower Movies in Park Thur 8/26 (Dora & Lost City)*  
*Marvin Gaye Tribute African American Night Fri 8/27*  
*Tony Orlando Salute to Vets Sun 8/29 645pm (Eisenhower Park)*  
*Street Fighter Concert (rolling Stones) Eisenhower Park Sat 8/28 8pm*  
*Nickerson Movies at Beach Sun 8/29 (Camp Rock)*  
 \$2012 Newsday 1/2 Page All Nassau/Que Thu 8/26 (Marvin, Street fight, Tony Orlando)  
 \$250 Newsday.com 25,000 Imp Nassau County Mon-Fri (Tony Orlando)  
 \$1000 News12 spots Mon 8/23– Fri 8/27 Eisenhower (Tony Orlando)  
 \$1000 News12 spots Mon 8/23– Fri 8/27 Eisenhower (Marvin Gaye)  
 \$1050 Herald 6 Papers Free, Hemp, Union, FS, VS, Bald, Oyst Thu 8/26 (Marvin)  
 \$250 Social Media / Facebook / instagram (Tony Orlando)  
 \$1006 Newsday 1/4 Page All Nas/Que Wed 8/25 (Marvin Gaye)  
 \$3500 WBL 30 second Sat 8/21 – Fri 8/27 (Marvin Gaye)  
 \$250 Social Media / Facebook / instagram (Marvin Gaye)  
 \$250 Newsday.com 25,000 Imp Nassau County Mon-Fri (Marvin Gaye)  
 \$1006 Newsday ¼ Page All Nassau/Que Fri 8/27 (Tony Orlando)  
 \$250 Newsday.com 25,000 Imp Nassau County Wed-Fri (weekends show)  
 \$1000 News12 spots Mon 8/23– Fri 8/27 Eisenhower (Rolling Stones)  
 \$250 Social Media / Facebook / instagram (Street Fighter)  
 \$750 WBAB 30 second Tue 8/24 – Sat 8/28 Eisenhower (Rolling Stones)  
 \$225 East Meadow Herald & ¼ page Thu 8/26 (eisenhower movies)  
 \$179 Westbury Times Front Page Strip Thu 8/26 (Eisenhower movies)  
 \$225 Long Beach Herald ¼ page Thu 8/26 (Nickerson Beach Sun movies)  
 \$500 Max103.1 30 sec Thu 8/26 – Mon 8/30 (Grant Pk concert Gathering Time)  
 \$200 WHLI 60 sec Thu 8/26 – Mon 8/30 (Grant Pk concert Gathering Time)  
 \$675 Herald ¼ page west Zone 3 papers Thu 8/26 (grant park concert 8/30)  
 \$250 WHLI 60 second Mon 8/23-Wed 8/25 Eisenhower (Noon Concert)  
 \$1140 News12 spots for Fair 8/23 – 8/29 (LI Fair)  
 \$600 WKJY 30 second spots 8/23-8/29 (LI Fair)  
 \$1200 WBLI 106.1 30 second spots 8/23-8/29 (LI Fair)

\$1200 WBAB 102.3 30 second spots 8/23-8/29 (LI Fair)  
\$2012 Newsday ¼ Page Full Run Fri 8/27 (LI Fair)  
\$1375 Epoch Chinese Newspaper Fri 8/27 ½ Page B&W (LI Fair)  
\$500 Blank Slate / Litmor ¼ page (11 papers) Thu 9/19 (LI Fair)  
\$415 Anton ¼ Page All Papers Thu 8/26 (LI Fair)

**Week 36 Mon 8/30 - Sun 9/5 (Labor day Weekend)**

*Gathering Time Concert Grant Park Mon 8/30 7pm*

*Long Island Fair Sept 3, 4, 5 (OBVR)*

*TD Labor Day Fireworks at Eisenhower Park (45 RPM) Saturday 9/4 Rain 9/5*

\$1006 Newsday ¼ Page All Nassau/Que Thu 9/2 (Fireworks & upper cut)  
\$250 Newsday.com 25,000 Imp Nassau County Mon-Fri (Fireworks & Uppercut)  
\$1000 News12 spots Mon 8/23– Fri 8/27 Eisenhower (Fireworks & Uppercut)  
\$250 Social Media / Facebook / instagram (Fireworks & Dean)  
\$500 WKJY 98.3 30 second Tue 8/31 – Sat 9/4 Eisenhower (Fireworks, Uppercut)  
\$250 Social Media/Facebook/instagram (Grant Pk concerts gathering time 8/30)  
\$1360 News12 15 Second spots 8/30 – 9/5 (LI Fair)  
\$600 WKJY 30 second spots 8/30 – 9/5 (LI Fair)  
\$400 WJVC 96.1 60 second spots 8/30 – 9/5 (LI Fair)  
\$1200 WBLI 106.1 30 second spots 8/30 – 9/5 (LI Fair)  
\$1200 WBAB 102.3 30 second spots 8/30 – 9/5 (LI Fair)  
\$2012 Newsday ¼ Page Full Run Wed 9/1 (LI Fair)  
\$2012 Newsday 1/2 Page Nassau/Queens Thu 9/2 (LI Fair)  
\$2012 Newsday ¼ Page Full Run Fri 9/3 (LI Fair)  
\$1375 Epoch Chinese Newspaper Wed 9/1 ½ Page B&W (LI Fair)  
\$830 Anton ½ Color Page All Papers Thu 9/2 (LI Fair)  
\$900 Blue Rock TV Production: 3 TV Spots @ \$300 per li Fair/Fireworks/African

**Week 37 Mon 9/6 - Sun 9/12**

**Week 38 Mon 9/13 - Sun 9/19**

**Week 39 Mon 9/20 - Sun 9/26**

\$2012 Newsday 1/2 Page Nassau/Queens Sun 9/26 (Music Festival)  
\$830 Anton ½ Color Page All Papers Thu 9/23 (Music Festival)  
\$500 Blank Slate / Litmor 11 Papers ¼ Page Colo Thu 9/23 (Music Festival)

**Week 40 Mon 9/27 - Sun 10/3**

*Music Festival 1pm-6pm at Eisenhower Park Sat Oct 2<sup>nd</sup>*

\$2012 Newsday 1/2 Page Nassau/Queens Wed 9/29 (Music Festival)  
\$2012 Newsday 1/2 Page Nassau/Queens Thu 9/30 (Music Festival)  
\$2012 Newsday 1/2 Page Nassau/Queens Fri 10/1 (Music Festival)  
\$500 Newsday.com 50,000 Imp Nassau County 9/20 – 10/2 (Music Festival)  
\$830 Anton ½ Color Page All Papers Thu 9/30 (Music Festival)  
\$1500 Herald ¼ Page All Papers Thu 9/30 (Music Festival)



\$500 Blank Slate / Litmor 11 Papers ¼ Page Colo Thu 9/23 (Music Festival)  
 \$2500 WBAB 102.3 30 second spots 9/20 – 10/2 (Music Festival)  
 \$2500 WAXQ 104.3 30 second spots 9/20 – 10/2 (Music Festival)  
 \$1000 Max103.1 60 second spots 9/20 – 10/2 (Music Festival)  
 \$500 WKJY 98.3 30 second spots 9/20 – 10/2 (Music Festival)  
 \$1010 Nash 94.7 30 second spots 9/20 – 10/2 (Music Festival)  
 \$850 Roger & JP WBAB Host Fee Sat 10/2 230pm-430pm (Music festival)  
 \$1000 Social Media / Facebook / instagram 9/13 – 10/2 (Music Festival)  
 \$3000 TV Spots (30 Secs) 9/20 – 10/2 (music Festival)  
 \$500 Blue Rock TV Production 30 Second TV Spot (music Festival)

**Week 41 Mon 10/4 - Sun 10/10**

**Week 42 Mon 10/11 - Sun 10/17**

*Scared in the Park Drive in Movies Eisenhower Park Oct 16, 22, 23, 29. 30th*

\$500 WKJY 98.3 30 second spots 10/13 – 10/16 (Halloween Scared in Park)  
 \$300 WWSK Shark 94.3 30 second spots 10/13 – 10/16 (Halloween Scared in Park)

**Week 43 Mon 10/18 - Sun 10/24**

*Scared in the Park Drive in Movies Eisenhower Park Oct 16, 22, 23, 29. 30th*

\$300 WWSK Shark 94.3 30 second spots 10/20 – 10/23 (Halloween Scared in Park)  
 \$500 WBAB 102.3 30 second spots 10/20 – 10/23 (Halloween Scared in Park)  
 \$219 Westbury Times Stripp Ad Thu 10/21 (Halloween Scared in Park)  
 \$295 East Meadow Herald ¼ Color Thu 10/21 (Halloween Scared)

**Week 44 Mon 10/25 - Sun 10/31**

*Scared in the Park Drive in Movies Eisenhower Park Oct 16, 22, 23, 29. 30th*

\$300 WWSK Shark 94.3 30 second spots 10/27– 10/30 (Halloween Scared in Park)  
 \$500 WBAB 102.3 30 second spots 10/27 – 10/30 (Halloween Scared in Park)  
 \$295 East Meadow Herald ¼ Color Thu 10/28 (Halloween Scared)

**Week 45 Mon 11/1 - Sun 11/7**

**Week 46 Mon 11/8 - Sun 11/14**

**Week 47 Mon 11/15 - Sun 11/21**

**Week 48 Mon 11/22 - Sun 11/28**

*1863 Thanksgiving Nov 27-28*

\$750 News12 spots Mon 11/22 – Sat 11/27 OBVR Thanksgiving  
 \$250 Social Media / Facebook / instagram Nov 15 -28 (OBVR Thanksgiving)

**Week 49 Mon 11/29 - Sun 12/5**

**Week 50 Mon 12/6 - Sun 12/12**

*Gingerbread Workshop Dec 11-12*

**Week 51 Mon 12/13 - Sun 12/19**

*Candlelight Evenings Dec 17-19, 26-29*

\$1000 News12 spots Mon 12/13 – Tue 12/19 OBVR Candlelight

\$250 Social Media / Facebook / instagram Dec 13 – 29 OBVR Candlelight

\$823 WKJY 30 Second Radio Ads 12/12 – 12/ 19 OBVR Candlelight

**Week 52 Mon 12/20 - Sun 12/26**

*Candlelight Evenings Dec 17-19, 26-30*



## Nassau County Interim Finance Authority

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

**1. Vendor: Ed Moore Advertising**

**2. Amount requiring NIFA approval: \$1,800,000.00**

**Amount to be encumbered: \$600,000.00**

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: 03/01/2020 to 02/28/2025**

Has work or services on this contract commenced? Yes

If yes, please explain: Contract already in place since 3/1/20

**4. Funding Source:**

General Fund (GEN)

Capital Improvement Fund  
(CAP)

Grant Fund (GRT)

Other X

ARP boost NC tourism program

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 February 28, 2025 and the maximum amount in the Original agreement (attached CQPK19000023) shall be increased from \$450,000 by \$1,800,000 to \$2,250,000.

**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
CQPK19000023-04	04/01/2022	\$150,000.00

## AUTHORIZATION

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

IQURESHI

06/20/2022

---

**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**

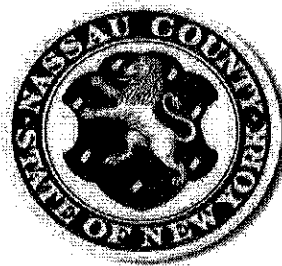
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**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item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

CONTRACTOR ADDRESS: 10 Village Drive West., Dix Hills, NY 11745

FEDERAL TAX ID #: 11-2396029

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

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

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

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

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

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

The contract was originally executed by Nassau County on 3/1/2020 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

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

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

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

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

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

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

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

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

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

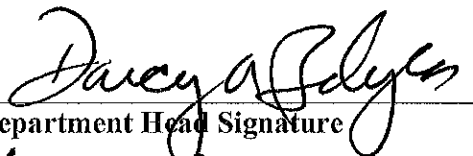
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
6-17-22  
\_\_\_\_\_  
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:

Joseph Kenny [EDMOOREADV@AOL.COM]

Dated: 03/16/2022 12:05:37 PM

Vendor: Ed Moore Advertising Agency

Title: VP





COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Joseph Kenny [EDMOOREADV@AOL.COM]

Dated: 06/17/2022 04:58:24 PM

Vendor: Ed Moore Advertising Agency Inc.

Title: VP

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Kenny  
Date of birth: 02/16/1964  
Home address: 10 Village Drive West  
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746  
Country: US

Business Address: 10 Village Drive West  
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746  
Country: US  
Telephone: (631) 667-5525

Other present address(es): none  
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	_____
Vice President	<u>08/01/1996</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

49% ownership

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

I, Joseph Kenny , 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.

Ed Moore Advertising Agency Inc.

Name of submitting business

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

Joseph Kenny [EDMOOREADV1@AOL.COM]

VP

Title

06/17/2022 05:34:16 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: Christine Kenny  
Date of birth: 11/26/1964  
Home address: 10 Village Drive West  
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746  
Country: US

Business Address: 10 Village Drive West  
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746  
Country: US  
Telephone: (631) 667-5525

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>05/06/2020</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

51%

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, Christine Kenny , 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, Christine Kenny , 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.

Ed Moore Advertising Agency Inc.

Name of submitting business

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

Christine Kenny [EDMOOREADV@AOL.COM]

President

Title

06/16/2022 04:20:25 PM

Date

### Business History Form

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

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

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

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

Date: 06/17/2022

1) Proposer's Legal Name: Ed Moore Advertising Agency, Inc

2) Address of Place of Business: 10 Village Drive West

City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746

Country: US

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

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

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

Phone: \_\_\_\_\_

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

4) Dun and Bradstreet number: 064739030

5) Federal I.D. Number: 112396029

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

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

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

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

no conflict exists



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

No conflict exist, but 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.

1 File(s) Uploaded: rfp\_resume\_edmoore\_Adv.doc

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1974

- 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.

Joseph Kenny 10 Village Drive West, Dix Hills, NY 11746 Vice President  
Christine Kenny 10 Village Drive West, Dix Hills, NY 11746 President

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

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

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

1 File(s) Uploaded: corporate\_officers.doc

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

3

- vi) Annual revenue of firm;

2100000

- vii) Summary of relevant accomplishments

Agency has been in business on LI for 45 years handling large accounts like Adventureland, Splish Splash, Sam Ash Music, Suburban Exterminating, Westbury Music Theater, Live Nation, Bohlsen Restaurant Group, Boening Bros Beer Distributors, among others..

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

B. Indicate number of years in business.

45

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

this document list why the county should use our services

1 File(s) Uploaded: rfp\_edmoore\_why.doc

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	Adventureland		
Contact Person	Steve Gentile		
Address	2245 Broadhollow Rd		
City	East Farmingdale	State/Province/Territory	NY
Country	US		
Telephone	(631) 694-6868		
Fax #	(631) 694-6816		
E-Mail Address	Steven.Gentile@adventureland.us		

Company	Dublin Deck		
Contact Person	Frank Gentile		
Address	327 River Avenue		
City	Patchogue	State/Province/Territory	NY
Country	US		
Telephone	(631) 721-3041		
Fax #	(631) 472-8983		
E-Mail Address	mem403@aol.com		

Company	San Giuseppe Wines		
Contact Person	Janine Judice		
Address	40 Prospect Street		
City	Huntington	State/Province/Territory	NY
Country	US		
Telephone	(631) 424-9797		
Fax #	(631) 424-9749		
E-Mail Address	jjudice@vintwood.com		

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

#### **CERTIFICATION**

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Name of submitting business: Ed Moore Advertising Agency Inc.

Electronically signed and certified at the date and time indicated by:  
Christine Kenny [EDMOOREADV@AOL.COM]

President

Title

06/17/2022 04:36:30 PM

Date

**Resume for Ed Moore Advertising Agency**

Edward V Moore  
President  
DOB: 5-10-34  
1701 Greenway  
Woodbury, NY 11797  
516-496-7356  
44 Years Experience in Advertising on LI

Joseph R Kenny  
Vice President  
DOB: 2-16-64  
10 Village Drive West  
Dix Hills, NY 11746  
631-553-8053  
23 Years Experience in Advertising on LI

Christine A. Kenny  
Vice President  
DOB: 11-26-64  
10 Village Drive West  
Dix Hills, NY 11746  
631-487-7297  
33 Years Experience in Advertising on LI

## **Background of Ed Moore Advertising**

1. Local Advertising Agency established in 1974
2. 3 Full Time Employees
3. Have Graphic Artist, Radio Production People, & TV Production
4. Specialize in Entertainment Industry
5. Restaurants (Prime, Tellers, Harbor Crab, H2O, K Pacho, Four, J&R Steak House, Mio Posto, Danfords, Black Forest, Hudsons on Mile)
6. Bars/Clubs (Dublin Deck, Lily Flanagans, Nutty Irishman, Nappertandys, Pops, Bellport CC, Chateau Le Mar, Emporium, Maliblu)
7. Retail (Miller Beer, San Giuseppe Wines, Suburban Exterminators, Cactus Salons, Sam Ash, Adventureland, NYCB Theater, Dover Caterers)
8. Events (Great South Bay Boat Race, Montauk Art Show, Concerts, Nassau County Craft Shows, Port Jefferson Bid, Brookhaven Amphitheater)
9. Buying Service: Purchase media at lowest prices & charge no fees
10. Place Radio, TV, Print, & Online Advertising
11. Coordinate all Scripts, Artwork, Schedules, & Billing
12. Coordinate appearances & Promotions
13. We know what works best

## **Why Use Ed Moore Advertising?**

1. One point of Contact.... I give an un-biased recommendation on which media depending on the event, location, and budget... (IE. if dealing with a radio station directly they are going to steer you in that direction no matter what... I suggest what works based on previous experiences. I make same \$ no matter which media you use)
2. I have lowest rates and do not charge any fees.... I have 100s of clients in the LI area that promote events similar to yours and I know what the lowest cost are. The stations pay me 15% for doing the work of placement, writing the spots and payments (I am attaching client list)
3. Flexible with billing and conform to what you need, rather than having to fill out credit apps and letters of guarentee... I do that... when something runs incorrectly, I credit you and get make goods. I do all the work behind the scenes..
4. I coordiante art delivery, writing of ads, tv production, and ad placement for no fee... part of what we do....
5. I am always available, nights, weekend, etc....I take the drama out of ordering and don't push you to do un-necessary things.. No B.S.
6. I deal with all the different sales people calling to try and sell you on things that you probably don't need.
7. Located on LI and available to meet in person whenever needed
8. We have been in business on LI since 1974 and have solid relationships with Radio, TV, and Print publication.

**BOTTOM LINE:** Cost Less, One Person, No Hassle, Always Available, and what we do works, ask anyone of my clients

## CLIENT LIST

### **BARS/CLUBS/CATERING**

Winners Circle  
Bridgeview Yacht Club  
Kaseys  
Carlton on the Park  
Paramount  
McFaddens  
Revolution  
Gossip  
Suffolk Theatre  
Schafers  
Mixx  
Refuge  
Lilly Flanagans  
Dublin Deck  
Emporium  
Napper Tandys  
Milleridge Inn  
Chelsea Mansion  
Nutty Irishman  
Peters Clam Bar  
Parlay Gastro  
Wahlburgers  
Harbor Club  
Brookhaven Amphitheatre  
Flanagans  
Patchogue Theatre  
Smoke Shack BBQ  
Beach Bar  
Dover Caterers  
Schafers  
Sands of Lido  
Danfords / Wave  
NY Burger  
Coral House  
Brian Rosenberg NY  
Hudson & McCoy  
Tommys Place  
Tap Room  
Flynn's  
NYCB Westbury Theater

### **RESTAURANTS**

Claudios  
Mio Posto  
Passione  
Mesita  
Tellers Chop House  
Irish Coffee Pub  
Harbor Crab  
J&R Steakhouses  
Verace  
K Pacho  
Monsoon  
Black Forest Brew Haus  
Palmers  
Prime Steak House  
Harbor Club  
H-2-O

### **BUSINESSES**

Cactus Salons  
Nassau County Parks  
Clare Rose Beer Distributor  
Tax Time Resolutions  
Live Nation  
Suburban Exterminators  
Adventureland  
Country Farms / Polo in Park  
San Giuseppe Wines  
Boening Bros Beer Distributor  
Gold Coast Bank  
Patchogue C of C  
Napoli Marble  
Allstar Bartending  
Property Tax Reduction  
Port Jefferson B.I.D.  
Fine Lawyers  
Sam Ash Music Stores  
Nassau County Craft Shows  
C&B Archery  
LI Plastic Surgical Group  
Ski Plattekill

# Ed Moore Advertising

10 Village Drive West  
Dix Hills, New York 11746  
ph.631 667-5525 fax 631 667-0402

Date: 2/25/2019

## Corporate Officers Below:

Edward V Moore  
President  
DOB: 5-10-34  
SS#: 064-26-1718  
1701 Greenway  
Woodbury, NY 11797  
516-496-7356  
50% share

Joseph R Kenny  
Vice President  
DOB: 2-16-64  
SS# 085-54-2151  
10 Village Drive West  
Dix Hills, NY 11746  
631-553-8053  
25% share

Christine A. Kenny  
Vice President  
DOB: 11-26-64  
SS# 127-62-8831  
10 Village Drive West  
Dix Hills, NY 11746  
631-487-7297  
25% Share



## **Why Use Ed Moore Advertising?**

1. One point of Contact.... I give an un-biased recommendation on which media depending on the event, location, and budget... (IE. if dealing with a radio station directly they are going to steer you in that direction no matter what... I suggest what works based on previous experiences. I make same \$ no matter which media you use)
2. I have lowest rates and do not charge any fees.... I have 100s of clients in the LI area that promote events similar to yours and I know what the lowest cost are. The stations pay me 15% for doing the work of placement, writing the spots and payments (I am attaching client list)
3. Flexible with billing and conform to what you need, rather than having to fill out credit apps and letters of guarentee... I do that... when something runs incorrectly, I credit you and get make goods. I do all the work behind the scenes..
4. I coordiante art delivery, writing of ads, tv production, and ad placement for no fee... part of what we do....
5. I am always available, nights, weekend, etc....I take the drama out of ordering and don't push you to do un-necessary things.. No B.S.
6. I deal with all the different sales people calling to try and sell you on things that you probably don't need.
7. Located on LI and available to meet in person whenever needed
8. We have been in business on LI since 1974 and have solid relationships with Radio, TV, and Print publication.

**BOTTOM LINE:** Cost Less, One Person, No Hassle, Always Available, and what we do works, ask anyone of my clients

COUNTY OF NASSAU

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

1. Name of the Entity: Ed Moore Advertising Agency, Inc

Address: 10 Village Drive West

City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746

Country: US

2. Entity's Vendor Identification Number: 112396029

3. Type of Business: Other (specify) s Corp

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

1 File(s) uploaded rfp\_disclosure\_statement.doc

*No principals have been attached to this form.*

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

If none, explain.

Christine A Kenny VP Dix Hills, NY 51% ownership
Joseph R Kenny VP Dix Hills, NY 11746 49% ownership

1 File(s) uploaded rfp\_disclosure\_statement.doc

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

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

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:

Joseph Kenny [EDMOOREADV@AOL.COM]

Dated: 06/17/2022 04:39:42 PM

Title: VP

**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.

# Ed Moore Advertising

10 Village Drive West  
Dix Hills, New York 11746  
ph.631 667-5525 fax 631 667-0402

Date: 2/14/2019

Re: Disclosure Statement

Corporate Officers Below:

Edward V Moore  
President  
DOB: 5-10-34  
SS#: 064-26-1718  
1701 Greenway  
Woodbury, NY 11797  
516-496-7356

Joseph R Kenny  
Vice President  
DOB: 2-16-64  
SS# 085-54-2151  
10 Village Drive West  
Dix Hills, NY 11746  
631-553-8053

Christine A. Kenny  
Vice President  
DOB: 11-26-64  
SS# 127-62-8831  
10 Village Drive West  
Dix Hills, NY 11746  
631-487-7297

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: Ed Moore Advertising Agency Inc.

Vendor's Address: 10 Village Drive West Dix Hills NY US 11746

Vendor's EIN or TIN: 112396029

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

Political Campaign Contribution Disclosure Form:

No Political Campaign Contribution Disclosure Forms have been selected.

Lobbyist Registration and Disclosure Form:

No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified:

No Business History Forms have been selected.

Consultant's, Contractor's, and Vendor's Disclosure Form:

No Consultant's, Contractor's, and Vendor's Disclosure Forms have been selected.

## Principal Questionnaire(s)

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

No principal questionnaires have been selected.

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

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

### CERTIFICATION

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

Joseph Kenny EDMOOREADV@AOL.COM

*Name*

VP

*Title*

Ed Moore Advertising Agency Inc.

*Name of Submitting Entity*

06/17/2022 04:43:00 PM

*Date*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2022

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).

<b>PRODUCER</b> OneGroup NY, Inc 706 N Clinton Street Syracuse NY 13204	<b>CONTACT NAME:</b> Diane Harp
	<b>PHONE (A/C, No, Ext):</b> 315-457-1830 <b>FAX (A/C, No):</b> 315-457-7902
	<b>E-MAIL ADDRESS:</b> dharp@onegroup.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Sentinel Insurance Company
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** 766146735 **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 SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	01SBMAZ1686	5/1/2022	5/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)  
Nassau County is included as additional insured pursuant to written contract.  
AC Ocean Walk LLC, Ocean Resort Casino, and each of their subsidiaries and the officers, directors, agents, employees and assigns of each.

**CERTIFICATE HOLDER****CANCELLATION**

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

LOC #: \_\_\_\_\_



AGENCY OneGroup NY, Inc.		NAMED INSURED Ed Moore Advertising Agency, Inc. 10 Village Dr W Huntington Station NY 11746
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Insurance

Coverage applies per form(s):

General Liability

IH 12 00 11 85- Additional Insured- Person-Organization

POLICY NUMBER: 01 SBM AZ1686

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOCATION 001 BUILDING 001

COUNTY OF NASSAU

1550 FRANKLIN AVE.

MINEOLA NY 11501