



Certified: --

E-81-22

Filed with the Clerk of the
Nassau County Legislature
July 8, 2022 11:46AM

NIFS ID: CQDA22000002

Capital:

Contract ID #: CQDA22000002

NIFS Entry Date: 06/10/2022

Department: District Attorney

Service: The creation of robot process automation services.

Term: 3 years from County execution, with one 3 year option to renew.

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

Vendor/Municipality Info:	
Name: SVAM International, Inc.	ID#: 113190965
Main Address: 233 East Shore Road Great Neck, NY 11023	
Main Contact: Allen Goldin	
Main Phone: (516) 466-6655	

Department:
Contact Name: Dennis F. McDermott - Director of Finance
Address: 262 Old Country Road
Phone: (516) 571-3812
Email: dennis.mcdermott@nassauda.org

Contract Summary

Purpose: Creation of robot process automation services to assist in Discovery compliance and to reduce burden to personnel.
Method of Procurement: RFP issued July 1, 2021
Procurement History: RFP issued July 1, 2021
Description of General Provisions: establish a program for robot process automation, a scalable technological platform that performs processes of low to high complexity, that otherwise would be conducted manually by Department personnel, in a fully automated manner and within a short time frame with limited to no input error, including: Case Intake (Village Police records, County Police records, New York State Department of Motor Vehicles records, New York State Criminal History records, Police Body-worn cameras); Discovery Compliance (Police Officer disciplinary files, Investigations Division files, Scan PACER (Federal court tracking system) for civil lawsuits against Police Officers, Uploading witness reparation checklists, Uploading calibration records, Monitoring emails for request replies and uploading responsive documents, Compile discovery materials from CMS); Data Integrity (Monitor court calendars, and upload plea and sentence information, De-duplicate case files and witness files, Log into

court system and print disposition summaries, Scan digital files for missing data, Back-end data integrity constraint quality control, Data cleansing in various databases).

Impact on Funding / Price Analysis: Three Hundred Ninety-Eight Thousand Two Hundred Fifty Dollars (\$398,250.00), with an initial encumbrance of \$200,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	DAGEN1100	DE500	DAGEN1100 DE500	01	\$200,000.00
						TOTAL		\$200,000.00

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$200,000.00
		Federal	\$0.00
		State	\$0.00
		Capital	\$0.00
		Other	\$0.00
		Total	\$200,000.00

Routing Slip

Department			
NIFS Entry	Dennis Mcdermott	06/10/2022 09:49AM	Approved
NIFS Final Approval	Dennis Mcdermott	06/10/2022 09:49AM	Approved
Final Approval	Dennis Mcdermott	06/10/2022 09:49AM	Approved
County Attorney			
Approval as to Form	Daniel Gregware	06/10/2022 02:39PM	Approved
RE & Insurance Verification	Andrew Amato	06/10/2022 09:54AM	Approved
NIFS Approval	Daniel Gregware	06/10/2022 03:10PM	Approved
Final Approval	Daniel Gregware	06/10/2022 03:10PM	Approved
OMB			
NIFS Approval	Jeff Nogid	06/10/2022 10:02AM	Approved
NIFA Approval	Irfan Qureshi	06/20/2022 10:33AM	Approved
Final Approval	Irfan Qureshi	06/20/2022 10:33AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	07/07/2022 05:50PM	Approved
DCE Compliance Approval	Robert Cleary	07/07/2022 05:50PM	Approved
Vertical DCE Approval	Arthur Walsh	07/08/2022 09:56AM	Approved
Final Approval	Arthur Walsh	07/08/2022 09:56AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/08/2022 11:30AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

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

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY’S OFFICE, AND SVAM
INTERNATIONAL, INC.

WHEREAS, the County has negotiated a personal services agreement
with SVAM International, Inc. to provide robot process automation services,
a copy of which is on file with the Clerk of the Legislature; now, therefore,
be it

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



Nassau County Interim Finance Authority

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

1. Vendor: SVAM International, Inc.

2. Amount requiring NIFA approval: \$398,250.00

Amount to be encumbered: \$200,000.00

Slip Type: New

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

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

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

3. Contract Term: to 3 years from County execution, with one 3 year option to renew.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

Creation of robot process automation services to assist in Discovery compliance and to reduce burden to personnel.

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
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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

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: SVAM International, Inc.

CONTRACTOR ADDRESS: 233 East SHore Road, Great Neck, NY 11023

FEDERAL TAX ID #: 11-3190965

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 July 1, 2021 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, County website _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on May 19, 2021 _____ [date]. 3 _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: Jeb Painter, Counsel to DA, District Attorney; Jeff Stein CAO - District Attorney; Daniel Looney, DEADA - District Attorney; Grodon Trabold, CTO - District Attorney; Matthew Sotirhos, BC Discovery/Compliance -District Attorney _____ (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 _____ [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

06/09/2022

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) SVAM International, Inc., having its principal office at 233 East Shore Road, Great Neck, NY 11023 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the Department has the obligation to prosecute criminal matters within its jurisdiction; and

WHEREAS, New York State has implemented far reaching Discovery requirements that affect the Department; and

WHEREAS, in order to comply with the Discovery requirements, the Department issued Request for Proposals ("RFP") # DA0701-2120, issued July 1, 2021, to assist the Department respecting said Discovery compliance and to increase overall efficiency within the Department; and

WHEREAS, the Contractor was selected as the winning proposer, based on the criteria set forth in the RFP; and

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

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

1. **Term.** (a) Initial Term. This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years (the "Initial Term"), unless terminated sooner in accordance with the provisions of this Agreement.

(b) Renewal Term. The Department shall have the right and option, in its sole discretion, to renew and extend the term after the Initial Term expires for one (1) three (3) year period, on the same terms and conditions stated herein, by serving notice to the Contractor of its intent to renew at least thirty (30) days prior to the expiration of the then-current term.

The Contractor shall complete, and plan for completing, all work in process before the

expiration of the Initial Term or any Renewal Term. For the avoidance of doubt, in the event County does not serve notice to the Contractor of its intent to renew in accordance with this Section, the Contractor shall complete all work in process during the then-expiring term even if continued work extends beyond the expiration of the then-expiring term, at no further obligation to the County, other than payment to the Contractor for work provided during this period.

2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of robot process automation services (the "Services") and described in detail in Appendix A, "Statement of Work" (the "SOW"), attached hereto and incorporated herein by reference.

3. **Payment.** (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Three Hundred Ninety-Eight Thousand Two Hundred Fifty Dollars (\$398,250.00) ("Maximum Amount"). Compensation for Contractor's Services shall be an hourly rate of One Hundred Twenty-Five Dollars (\$125.00), inclusive of expenses, and described in more detail in Appendix B, "Cost Proposal."

(b) Partial Encumbrance. The Contractor understands that only Two Hundred Thousand Dollars (\$200,000.00) for the first year of the Initial Term for Services is being encumbered at this time. Ninety-Nine Thousand One Hundred Twenty-Five Dollars (\$99,125.00) for the second year of the Initial Term will be encumbered in 2023. The Contractor is cautioned not to perform services that would cause billings to exceed these amounts unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

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

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

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

4. Deliverables; Acceptance Criteria.

(a) Deliverables, as used herein, shall comprise all project materials, including goods, software, data, writings, systems, processes, machines and documentation (whether or not reduced to writing and whether or not patentable or protectable by copyright) created, developed, made, perfected, or reduced to practice in whole or in part during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to the County, or destroyed as required by the County from time to time or at any time. Proprietary qualified vendor materials licensed, expressly or implied, to the County or otherwise used by the Contractor in a lawful manner in its provision of Services hereunder shall be identified to the County by the Contractor or qualified vendor prior to use or provision of Services hereunder and shall remain the property of the qualified vendor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the qualified vendor requires the development of application or systems software, all software source and object code is the property of County in accordance with the terms herein.

(b) For any product(s) or Deliverable(s) requested or otherwise specified by the Department, the Department shall notify the Contractor during any User Acceptance Testing (the "UAT") phase, whether preliminary or final (as further specified in Appendix A attached hereto), for such product(s) or Deliverable(s) if it is/they are not satisfactory and acceptable. The determination of such satisfaction shall be made by the Department in the sole and exclusive judgment, in good faith, of the Department personnel making such determination(s). The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, the Department may exercise any and all rights hereunder, including but not limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Contractor fails to promptly cure the defect or replace the Deliverable(s), the Department reserves the right to:

- Terminate the Agreement.
- Contract with a different Contractor for the Services.

When the Department rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items shall be regarded as abandoned if not removed by the Contractor as provided herein

(c) In the event the Contractor procures any software and/or computer program execution hosts ("Bots") for the Department, the Contractor shall immediately deliver all necessary license, software and bot information, and any other necessary information, for the Department's continued use of any product or Deliverable hereunder after final acceptance of all products or Deliverables, in the event of

the expiration of the Initial Term or any Renewal Term, or upon demand by the County or the Department. In the event the Contractor needs to procure licenses or Bots, not included in the hourly fee, in order to complete the Services herein, the Contractor must receive the Department's written approval prior to procuring licenses or Bots that would require payment by the County pursuant to Section 3(a), herein.

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

6. **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.

7. **Compliance with Law.** (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, Health Insurance Portability and Accountability Act ("HIPAA"), a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

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

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

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

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

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

8. **Confidentiality.**

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, schemas, processes, methods, files, file paths, letters, memoranda, records, models (including machine learning models and other data models), photographic information, practices, information, Deliverables, data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems), or materials furnished to, or prepared, assembled or used by, the Contractor under this Agreement ("Confidential Information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use or the prior written consent of the County (and then only to the extent of the consent). Notwithstanding the foregoing, the following shall not be deemed "Confidential Information" information that: (i) was independently developed by Contractor without reference to the Confidential Information or any breach of this Agreement; (ii) was at the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Contractor; (iii) Contractor can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder; or (iv) Contractor rightfully obtained from a third party who was not, to Contractor's knowledge, under any obligations of confidentiality with respect thereto, had the right to transfer or disclose it and who provided it not subject to any confidentiality obligation.

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

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

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

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

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

8.1. System Access. For purposes of this Agreement, and the provision of Services hereunder, the Contractor may have access to the Department's system(s), comprising any and all services provided by or through the facilities of any electronic or computer communication system, software applications (including on-premises, local, and cloud-based applications), network facilities and/or network services comprising a system that carries or a series of systems that carry or is capable of carrying communications by electronic means, virtual machines, servers, other hardware, and equipment of or by the Department (the "System"). The Contractor shall, at all times: (i) use reasonable caution upon accessing and working with or in the System or any part thereof; (ii) only access parts of the System reasonably necessary for accomplishing its obligations hereunder; (iii) immediately notify Department personnel of any issues regarding the System or any part thereof, for any issue and any degree of severity; (iv) access and work with the System, or any part thereof, within the scope of this Agreement and consistent with the terms set forth herein; (v) only use appropriate means of accessing the System, or any part thereof, and forbid unauthorized access by any party; and (vi) not expose the Department to any undue threats or cyberattacks, such as denial of service (DOS) or any other electronic security breach.

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

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

10. Contractor Personnel.

(a) The Contractor shall require that all Contractor personnel providing Services under this Agreement to comply with all reasonable security requirements of the County. The Contractor shall secure the services of a reputable company to conduct a thorough background investigation for personnel who will be providing the Services. The nature and scope of this investigation shall include, without limitation, Social Security Verification, County/New York State Criminal Conviction Search Report, Consumer Credit Report, Employment Verification and Sex Offender Search Report. The expense of each background investigation shall be incurred solely by the Contractor and updated annually. Proper documentation of findings and determination of such background investigations must be supplied to the Department prior to the commencement of the Services by the Contractor or the Contractor's personnel.

(b) Key Personnel.

- (i) The Contractor acknowledges that the Contractor personnel providing Services under this Agreement have unique skills, knowledge, training and experience such that the Contractor's representation that it will engage or employ such individuals to perform the Services was a material consideration in the award of this Agreement to the Contractor ("Key Personnel"). Except as otherwise agreed to by the parties in writing, the Contractor's engagement, or employment of Key Personnel to perform the Services or their replacements made in accordance with this Section is an obligation of the Contractor.
- (ii) Except as otherwise agreed to by the parties in writing, it is the intent of the parties that Key Personnel initially assigned to perform work under the Agreement continue through completion of the Services or such time as the parties mutually agree that an individual's responsibilities have been fulfilled under the Agreement. The Contractor has identified Key Personnel initially to be assigned to perform work under this Agreement, set forth in Exhibit A attached hereto. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the Contractor's control, as permitted by the County.
- (iii) Within five (5) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which appointment is subject to approval by the County, not to be unreasonably withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such transition period, including through other Contractor resources providing services remotely. The Contractor shall deploy commercially reasonable efforts to ensure a smooth transition between the departing and newly-assigned individuals at no additional cost to the County, which transition must include the provision of knowledge transfer documentation, cooperation between the former and newly-assigned individuals, and an overlap, to the extent possible, in the assignment of the former and newly-assigned individual for a duration of a maximum of ten (10) business days, unless County consents to a longer period.
- (iv) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of the County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an

employee who is removed from the project for any reason shall not be re-employed on the project.

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

(b) If the County provides consent, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

12. **Subcontracting.**

(a) The Contractor shall only subcontract work in conformance with Section 12 of this Agreement. Notwithstanding Section 11, above, the Department shall have approval authority respecting the employment of subcontractors as envisioned in this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County. For the avoidance of doubt, any parent, sister, affiliate or subsidiary entity of the Contractor shall be a distinct entity separate and apart from the Contractor such that it shall be a subcontractor, independent contractor, consortium or partner of the Contractor subject to the terms set forth herein.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

13. **Ownership of Work Product/Right to Works.**

(a) Any reports, documents, data, photographs, Deliverables, and/or other materials provided to the Contractor by the County shall remain the property of the County and any reports, documents, data, photographs, Deliverables, and/or other materials (including but not limited to source and object code) produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement shall be considered "Work Product". Work Product shall upon its creation become the exclusive property of the County. The County may use any Work Product prepared by the Contractor in such manner, for such purposes, and as often as the County may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the Contractor.

(b) The Work Product shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County is the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent such Work Product does not qualify as "work-made-for hire", the Contractor agrees to and hereby irrevocably transfers, assigns and conveys to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, trademark, trade secret and other intellectual property or proprietary rights, to or in such Work Product, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright, patent, trademark, trade secret, or other intellectual property or proprietary interest in the Work Product, and they shall be used by the Contractor for no other purpose without the prior written permission of the County. This Section will not be construed as limiting Contractor from performing consulting services similar to the Services or providing deliverables and work product similar to the Work Product for or to other persons, provided that Contractor does so in compliance with the terms and conditions of this Agreement and does not breach the County's rights.

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

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

13.1. **Work Product & Materials Delivery.** (a) In accordance with the terms of this Agreement, the Contractor shall deliver, in one or more format(s) and by one or more mean(s)

acceptable by the County in its sole discretion, any and all Work Product developed, created, made, or perfected, in whole or in part, in connection with this Agreement.

(b) Further, the Contractor shall deliver, in one or more format(s) and by one or more mean(s) acceptable by the County in its sole discretion, any and all goods, software, data, writings, systems, processes, machines and documentation (whether or not reduced to writing and whether or not patentable or protectable by copyright) created, developed, made, perfected, or reduced to practice in whole or in part prior to the Effective Date, or during the Initial Term or any Renewal Term for any third-party, used, relied upon, or otherwise referenced or implemented for and/or with any and all Work Product.

(c) All materials subject to this Section 13.1 shall be delivered in a complete and comprehensive manner. The Department reserves the right to reject incomplete, partial, or otherwise unnecessarily partitioned materials as incompatible or nonconforming with such delivery obligations herein, and to demand within a reasonable time a conforming delivery, in accordance with Section 4(b) herein. The Contractor shall obtain any and all necessary licenses, approvals, and/or clearances required for disclosure to the County in accordance with this Agreement. The Contractor shall assess whether such licenses, approvals, and/or clearances are necessary under the circumstances and notify the County of any complications with respect to securing such licenses, approvals, and/or clearances without unreasonable delay, in good faith.

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

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

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

(d) **Infringement Indemnification.**

(i) The Contractor shall indemnify, defend, and hold the County harmless

against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

- (ii) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.
- (iii) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
- (iv) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

15. **Insurance.** (a) **Types and Amounts.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) 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 limit liability of not less Five Million Dollars (\$5,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

16. **Warranty.** (a) Contractor warrants and represents full ownership, clear title free of all liens for, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use, the deliverable(s) and any other material(s) furnished, provided, or otherwise delivered to the County, in whole or in part. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor. All product(s) or Deliverable(s) shall substantially conform to the specifications, schemas, or descriptions provided by the Department and agreed upon

by the Contractor and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable(s) (the "Project Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty design, implementation, and programming during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise the Department immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, the Department shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. The Department will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s) or Deliverable(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all standard commercial warranties for individual Deliverable(s), if any, within the scope of this Agreement.

(f) Where any standard commercial warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the standard commercial warranty to County. Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any completion or termination of the Agreement in accordance with the stated warranty term(s).

17. **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, clearances, and licenses 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, if applicable.

In the event of any such termination contemplated by this Section, or termination through expiration of the Initial Term or any Renewal Term, the Contractor shall transfer, provide, or otherwise deliver to the County, or destroy the same, at County’s direction and consistent with the provisions set forth herein, all Work Product, and materials as set forth in this Agreement, in Contractor’s physical or digital possession no later than ten (10) days following the termination date, and the County shall not incur any cost or expense for such delivery. The County shall not be responsible for any costs, expenses, fees, or other charges arising after the termination date. Additionally, in the event the Contractor procures any software and Bots for the Department, the Contractor shall immediately deliver all necessary license, software and bot information, and any other necessary information, for the Department’s continued use of any product or Deliverable hereunder and notify the County of any outstanding license fees owed to the Contractor for said procurement, if any, as detailed in Section 4, herein.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor’s ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Contractor shall notify County in writing of such impracticability as soon as reasonably practicable. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the “Commissioner”), at least sixty (60) days prior to the termination date (or a shorter period if sixty days’ notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor’s right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the “Applicable DCE”) on the same day that notice is given to the Commissioner.

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

18. **Accounting Procedures; Records**. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually (“Records”), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records, shall at all

times, be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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 and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

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

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

24. **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.

25. **Appendices, Exhibits and Attachments.**

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

- (i) Appendix EE: Equal Employment Opportunities for Minorities and Women
- (ii) Appendix L: Certificate of Compliance
- (iii) Appendix A: Statement of Work
- (iv) Appendix B: Cost Proposal
- (v) Appendix C: Non-Disclosure Agreement (NDA)

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

27. **Financial Deterioration of Contractor.** In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its Deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) transfer, provide, or otherwise deliver to the County, or destroy the same, at County's direction and consistent with the provisions set forth herein, all Work Product, and materials as set forth herein, in Contractor's physical or digital possession following Contractor's insolvency, failure to exist as a business entity or any other reason for its failure to support its Deliverable(s) or product(s), and the County shall not incur any cost or expense for such delivery. The County shall not be responsible for any costs, expenses, fees, or other charges arising after the applicable date.

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

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

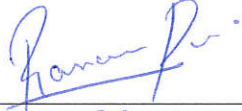
(b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are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

29. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

SVAM International, Inc.

By: 
Name: RAMAN PURI
Title: VICE PRESIDENT
Date: 05/13/2022

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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, upgrading, 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, upgrading, 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 plans 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, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

ANIL KAPOOR _____ (Name)

233 E SHORE RD. SUITE # 201, GREAT NECK, NY 11023 (Address)

516-466-6655 _____ (Telephone Number)

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the

Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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


05/13/2022
Dated


Signature of Chief Executive Officer

ANIL KAPOOR
Name of Chief Executive Officer

Sworn to before me this

13th day of MAY, 2022


Notary Public



APPENDIX A

STATEMENT OF WORK

Purpose; Process Identification; Licensure

The purpose of this Agreement is to establish a program for robot process automation (the “Robotic Automation Program” or “RAP”), a scalable technological platform that performs processes of low to high complexity, that otherwise would be conducted manually by Department personnel, in a fully automated manner and within a short time frame with limited to no input error.

The Department shall identify processes to be automated by the Contractor under the RAP and may proceed as such from time to time or at any time during the Initial Term or any Renewal Term of this Agreement. The Contractor shall review the processes with the Department to assess automation suitability or potential, return on investment, and other factors as determined by the parties. The Department anticipates the processes to comprise, generally, the processes outlined below; provided, however, that the Contractor acknowledges, understands, or otherwise agrees that the processes outlined below may either be processes the Department desires the Contractor to automate or merely serve an illustrative function. Accordingly, the Department reserves the right, in its sole discretion, to remove, modify, or assign additional processes to those outlined below for automation throughout the Initial Term or any Renewal Term of this Agreement.

1. Case Intake
 - a. Village Police records
 - b. County Police records
 - c. New York State Department of Motor Vehicles records
 - d. New York State Criminal History records
 - e. Police Body-worn cameras
2. Discovery Compliance
 - a. Police Officer disciplinary files
 - b. Investigations Division files
 - c. Scan PACER (Federal court tracking system) for civil lawsuits against Police Officers
 - d. Uploading witness preparation checklists
 - e. Uploading calibration records
 - f. Monitoring emails for request replies and uploading responsive documents
 - g. Compile discovery materials from CMS
3. Data Integrity
 - a. Monitor court calendars, and upload plea and sentence information
 - b. De-duplicate case files and witness files
 - c. Log into court system and print disposition summaries
 - d. Scan digital files for missing data
 - e. Back-end data integrity constraint quality control
 - f. Data cleansing in various databases

4. Public Safety
 - a. Retrieve and scan/read orders of protection from New York State E-Justice portal
 - b. Monitor and notify inmate release determinations from the local correctional center
 - c. Monitor and notify inmate release determinations from State prisons
 - d. Monitor Probation Warrant filings
 - e. Monitor Parole violation filings
5. Communication
 - a. Draft form letters/emails to victims and witnesses
 - b. Produce form cover sheets for court filings
 - c. Produce and generate template court filings
 - d. General email automation
6. Miscellaneous
 - a. Microsoft 365 automation, including email, OneDrive, SharePoint, Power Automate processes
 - b. Quality Assurance automation for other Department projects
 - c. General data input and retrieval from user interfaces of various applications

In developing the RAP, it shall be the responsibility of the Contractor to:

1. Assess the number and type of Bots initially required to perform the Services and reassess the number and type of Bots required as the RAP progresses. The Contractor shall further provide options for licensing the Bots and the software platform(s) on which the Bots will run (e.g., UiPath and all relevant features).
2. Assess the number and type of machine(s) required to host Bots and run processes.
3. Implement, install, and manage the Bots on the appropriate servers.

Project Phases and Plan

Planning and Implementation Phases

It is anticipated that each process to be automated will proceed in two phases, particularly, the planning and requirements gathering phase (the “Planning Phase”) and the development, implementation, UAT and hand-off phase (together, the “Implementation Phase”). For each individual process, it is anticipated that the Planning Phase will require approximately two (2) weeks and the Implementation Phase will require approximately seven (7) weeks; provided, however, that more significantly complex processes may require more time.

For each Planning Phase, the solution requirements for each process shall be identified in terms of the characteristics and functionality. The Contractor shall take a systematic approach to clarifying, validating, and prioritizing the functional and non-functional requirements that can be extrapolated from the prevailing system to define the requirements. The Contractor shall validate requirements to confirm their feasibility and to resolve any ambiguities in their definitions. As work progresses on the process,

the Contractor will closely monitor progress against requirements to support the alignment between work items and technical objectives.

For each Implementation Phase, if required by the Department, the Contractor shall begin said Phase by creating a "Solution Design" (including but not limited to, PDD creation and sign off, create test scenario, process and robots architecture, security and infra review, prepare dev test environment, and create DSD/SDD) that ensures maximum utilization with minimum effort and modularity. The Solution Design shall provide for maintainability, scalability, and expandability. After complete development of a process, the Contractor shall deliver to the Department the process for stress testing under the Contractor's oversight in a preliminary UAT phase (the "Preliminary UAT"). Any resulting requirements and comments deemed feasible by the Contractor, in good faith, will be incorporated for the following UAT, and this testing process will be iterative in nature until the Department is satisfied with the process, consistent with the measures set forth herein pertaining to satisfaction, and a final UAT phase (the "Final UAT") shall commence. During the Final UAT, the process will be run in a production environment to guarantee operability in a real-world environment. The Department reserves the right to either reject the process or request fixes during any Final UAT, notwithstanding any prior acceptance during any Preliminary UAT, based upon issues identified in the production environment, in good faith, at any time not to exceed seven (7) days following implementation of the process in the production environment.

Once the Department accepts the process during or following the Final UAT, training and hands-off shall commence (the "Post-UAT"). During Post-UAT, the Contractor shall deploy the process on either local Department machines or virtual machines in Department environments as required by the project. The Contractor shall train Department staff and appropriate personnel on how to utilize the process. Each training session of Department staff by Contractor for each process shall not exceed sixty (60) minutes.

In view of the Maximum Amount, for all processes to be automated, in the aggregate, the Planning Phases shall not exceed Five Hundred Twenty (520) hours during the Initial Term. Similarly, for all processes to be automated, in the aggregate, the Implementation Phases shall not exceed Two Thousand One Hundred Eighty (2,180) hours during the Initial Term. The County hereby reserves the right to extend the number of hours for either the Planning Phases or Implementation Phases based on available budget, need for further automated processes, and resources, either in the Initial Term or any Renewal Term; provided, however, that the Contractor shall use best efforts to complete Deliverables in an expeditious manner and in accordance with timelines set forth herein and, in any documentation, developed by the parties during any term hereof. Notwithstanding the above, the parties understand that the hours required herein are estimates. The Department reserves the right, in its sole discretion, to allocate hours, as appropriate, between the Planning Phase and the Implementation Phase, and if necessary, the Maintenance Phase.

Maintenance Phase

After the completion of any Implementation Phase, which shall occur upon the Department's final acceptance of any process, product or Deliverable in accordance with the measures set forth for acceptance herein, any process, product or Deliverable may require maintenance (the "Maintenance Phase"). In view of the Maximum Amount, for all processes to be automated, in the aggregate, the Maintenance Phase shall not exceed Four Hundred Eighty-Six (486) hours for the Initial Term. The County hereby reserves the right to extend the number of hours for the Maintenance Phase, either in

the Initial Term or any Renewal Term; provided, however, that the Contractor shall use best efforts to provide maintenance in an expeditious manner and in accordance with the terms herein.

The Contractor shall establish a point of contact for support services (the “Support Personnel”). The Support Personnel shall be reachable by phone or email. The first response to be expected from the Support Personnel shall be received by Department personnel requesting such support services within twenty-four (24) hours of delivery of the support request. For minor change requests or improvements, the Contractor shall comply with a turnaround time between two (2) and five (5) working days, and for major change requests the timeline shall be between five (5) and ten (10) working days. The determination of whether a change request is minor or major shall be determined by the Contractor in good faith and in accordance with generally accepted and applicable industry standards. Maintenance will be: (a) on a 24/7/365 basis; (b) self-sufficient; and (c) supported on demand.

For the avoidance of doubt, the Planning Phase, Implementation Phase, and Maintenance Phase may overlap among processes such that multiple processes may be in development simultaneously. Accordingly, it is anticipated that the Department and the Contractor will identify processes to be automated simultaneously for a more expeditious progression of the RAP.

Process Complexity

At the appropriate times, the Contractor shall assess the complexity of each process identified by the Department, in good faith. The table below shall control the meaning of each complexity category:

Solutions Delivery Type	Contractor Definition
Simple	<ul style="list-style-type: none"> • Two Applications or document formats • Data processing with simple rule set
Moderately-Complex	<ul style="list-style-type: none"> • 3 to 5 Applications or document formats • Data processing with simple rule set • With simple workflow and approvals
Highly-Complex	<ul style="list-style-type: none"> • 3 to 5 Applications or document formats • Data processing with complex rule set • Utilization of OCR, NLP & Computer Vision • With complex workflow and approvals
Extremely-Complex	<ul style="list-style-type: none"> • Multiple Applications and document formats • Data processing with complex rule set • Major utilization of <ul style="list-style-type: none"> ○ Advanced Data Analytics, ○ AI/ML ○ Modelling, ○ Complex OCR, ○ NLP, ○ Computer Vision

Performance Measures; Meetings; and Reporting

The Contractor shall be required to submit the following, at a minimum, throughout the Initial Term or any Renewal Term of this Agreement:

1. An Implementation Plan, updated annually, which contains a detailed plan for enterprise launch, expansion or replication, including (a) operationalization and implementation, (b) increased capacity numbers, (c) budget detail, including projections for future expenditures and revenue, and (d) revenue and self-sufficiency forecasts.
2. A quarterly Operational Status report, including the type of Services provided, the complexity of such Services, statistical turnarounds, the status of the RAP, and the successes, progress, or issues encountered.
3. A monthly Implementation Report shall be delivered to the Department, the content comprising, at the minimum, the number of hours spent during the period on each product, process, or Deliverable, subdivided and categorized based on the appropriate phase. Further, this Implementation Report shall delineate the number of hours remaining per phase. In the event the Contractor procures any software and Bots for the Department, any associated license or other fees allocable to such procurement shall be delineated in this Implementation Report.
4. Dashboards or reports accessible to the Department which shall provide insights into the RAP, including but not limited to, money and time saved, cost benefit, ROI, Bot productivity, logging of various processes, executions times, exception handling and error reporting, screen images, logging of all necessary degrees (e.g., trace, warn, error, fatal), and success rates.

The Contractor shall be required to coordinate regularly with a third-party evaluator, if retained by the Department, to examine the effectiveness of the Services provided under this Agreement. The Contractor shall be required to provide the Department and/or the third-party evaluator with information as requested by the evaluator and/or the Department on a regular basis. Accordingly, the Department may, from time to time or at any time, request the Contractor to produce reports other than those specified herein, in connection with this Agreement, after discussing the content and other details with the Department.

The Contractor shall meet with the Department once per month, at a minimum, to discuss RAP updates, progress, hours, and other matters in connection with the RAP. The Department shall provide to the Contractor at least one point of contact for more frequent meetings and correspondence, if applicable. Further monitoring methods may include, but are not limited to, on-site reviews of the Contractor's recordkeeping documentation, establishment of other formal weekly, monthly, or quarterly reporting systems between the Contractor and the Department, or establishment of periodic meetings in which the Contractor's recordkeeping activities are reviewed by the Department and/or third-party evaluator staff.

Key Personnel

SVAM International Staff Member	Project Role
Raman Puri	Engagement Manager
Bhikyat Bhandari	Project Manager
Varun Bhatia	UiPath Solution Architect
Yiru Xiong	RPA Advanced Developer
Siddhant Nair	RPA Business Analyst
Tushar Kapoor	RPA Quality Assurance

Appendix B

Cost Proposal

General Process

In accordance with the terms set forth herein, there shall be a Maximum Amount, as defined herein, corresponding to a maximum number of hours spent by the Contractor for all phases. The Department has no obligation to consume maximum time so as to spend the Maximum Amount. Accordingly, the Department has sole discretion over the number of processes to be automated and, consequently, the number of hours spent by the Contractor.

Consistent with the terms of this Agreement, in the event the Contractor procures any software and/or Bots for the Department, the Contractor shall immediately deliver all necessary license, software and bot information, and any other necessary information, for the Department's continued use of any product or Deliverable hereunder after final acceptance of all products or Deliverables, termination, in the event of the expiration of the Initial Term or any Renewal Term, or upon demand by the County. The Contractor shall notify the County of any outstanding license fees owed to the Contractor for said procurement, if any.

Pricing

For each requested process to be automated, the Contractor shall assess the complexity ranging from simple to extremely complex, in good faith, and in accordance with the definitions set forth in Appendix A herein. The following table shall control pricing of processes based on complexity:

Process Complexity	Hours	USD/Hr.	Total
Simple	100	\$125.00	\$12,500.00
Moderately-Complex	200	\$125.00	\$25,000.00
Highly Complex	400	\$125.00	\$50,000.00
Extremely Complex	600	\$125.00	\$75,000.00

For clarity, in accordance with Section 3 of this Agreement, the Contractor's claims shall not exceed One Thousand Six Hundred (1,600) hours during the first year of the Initial Term and Seven Hundred Ninety-Three (793) hours during the second year of the Initial Term, unless previously approved by the Department and subject to the encumbrance of required funds. Notwithstanding the foregoing, any additional hours that result in an increase to the Maximum Amount shall require an amendment to this Agreement.

Appendix C

Non-disclosure Agreement (NDA)

WHEREAS, Nassau County ("County"), acting for and on behalf of the Nassau County District Attorney's Office ("Department") and SVAM International, Inc. ("Contractor") have entered into Nassau County contract number "Contract Number" [] known as the Agreement (the "Agreement"); and

WHEREAS, County requires that the Contractor, and the employees, directors, officers, subcontractors or agents of Contractor ("Contractor Agent(s)") assigned to work on County projects acknowledge the obligations of confidentiality and non-disclosure applicable to the Contractor and its employees pursuant to the Agreement.

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

Term.

The confidentiality obligations set forth herein shall survive (i) completion or termination of the Agreement and (ii) termination of Contractor Agent's employment or agency/subcontracting relationship with the Contractor.

Confidential Information.

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

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

Non-Disclosure.

(a) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agent(s) are obligated to hold in confidence, in the same manner as Contractor Agents hold Contractor's own confidential information of like kind, all Confidential Information to which they may have access under the Agreement; provided that in no event shall the Contractor and the Contractor Agent(s) exercise less than reasonable care to protect the Confidential Information.

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

(c) The Contractor and the Contractor Agent(s) shall comply with all applicable Federal, State, and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this agreement and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions.

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's or Agent's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting.

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

Ownership.

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

Performance.

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

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

Assignment.

Neither the Contractor nor the Contractor Agent(s) shall assign or subcontract their obligations under this NDA. The Assignment and Subcontracting provisions of the Agreement shall apply, in full, to this NDA.


Breach.

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

Severability.

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

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

By: 
Name: RAMAN PURI
Title: VICE PRESIDENT, SKAM INTERNATIONAL INC.
Date: 05/18/2022

By: _____
Name: _____
Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2022

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

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

PRODUCER Woodbury, NY - Retail-Hub International Northeast 100 Sunnyside Boulevard Woodbury NY 11797	CONTACT NAME: PHONE (A/C, No, Ext): 516-677-4700 FAX (A/C, No): 516-496-4040 E-MAIL ADDRESS:
INSURED SVAM International, Inc, 233 East Shore Road Suite 201 Great Neck NY 11023	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Charter Oak Fire Insurance Company INSURER C: Arch Insurance Company INSURER D: Federal Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 940372631**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aggregate Limit capped at:\$5mm GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	3606-1909	3/25/2022	3/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			BA 9M782342	3/25/2022	3/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7819-3672	3/25/2022	3/25/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	UB 0K503755	3/25/2022	3/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CRIME COVERAGE			PCD1002275-02	10/30/2021	10/30/2022	CRIME LIMIT/DED \$5,000,000/\$15,000

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

Tech E&O, Cyber, Media Liability policy information:
Tech E&O, Cyber, Media Liability:
Carrier: Allied World Assurance Company (USA), Inc
Policy No. 03133120
Form: Claims Made; Retro Dates:
Network Security: Full Prior Acts; Media Liability & Tech Services Liability: 2/13/2001
Effective 3/25/2022-23:
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
1550 Franklin Avenue
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

 Page 1 of 1

AGENCY Woodbury, NY - Retail-Hub International Northeast		NAMED INSURED SVAM International, Inc, 233 East Shore Road Suite 201 Great Neck NY 11023	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Limit of Liability \$2,500,000 with \$100,000 retention

Excess Tech E&O, Cyber, Media Liability:

Carrier: Scottsdale Insurance Company

Policy No. EKS3423518

Form: Claims Made

Effective 3/25/2022-23:

Limit of Liability \$2,500,000 excess over the following underlying policy:

• Allied World Policy No. 03133120; Effective 3/25/2022-23. Limit of Liability \$2,500,000 with \$100,000 Retention

Excess Tech E&O:

Carrier: Continental Casualty Company

Policy No. 65240720

Form: Claims Made

Effective 3/25/2022-23

Limit of Liability: \$2,500,000 excess over the following underlying policies:

• Allied World Assurance Company (USA), Inc Policy No. 03133120 Effective 3/25/2022-23; Limit of Liability \$2,500,000 with \$100,000 Retention

• Scottsdale Policy No. EKS3423518; Effective 3/25/2022-23: Limit of Liability: \$2,500,000 excess \$5,000,000

Note: This policy does not follow form of underlying policies with respect to Network Security and Privacy Liability Coverage, Media Liability Coverage, or any First Party Insuring Agreement Coverage

Excess Tech E&O:

Carrier: Ascot Specialty Insurance Company

Policy No. EOXS2210001342-01

Form: Claims Made

Limit of Liability: \$2,500,000 excess over the following underlying policies:

• Allied World Assurance Company (USA), Inc Policy No. 03133120 Effective 3/25/2022-23; Limit of Liability \$2,500,000 with \$100,000 Retention

• Scottsdale Policy No. EKS3423518; Effective 3/25/2022-23: \$2,500,000 excess \$2,500,000

• Continental Casualty Company Policy No. 65240720: Effective 3/25/2022-23: Limit of Liability: \$2,500,000 excess \$5,000,000

Note This policy does not follow form of the underlying policies with respect to Cyber Coverage. Privacy Network Security is excluded

GENERAL LIABILITY IN ACCORDANCE WITH THE WRITTEN CONTRACT/AGREEMENT AND SUBJECT TO ALL TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED/ATIMA BLANKET CONTRACTUAL LIABILITY COVERAGE APPLIES WAIVER OF SUBROGATION APPLIES



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?

Laura Curran
Jack Schnirman
Madeline Singas
Todd Kaminsky

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:
Anil Kapoor [ALLEN@SVAM.COM]

Dated: 05/19/2022 02:17:52 PM

Vendor: SVAM International, Inc.

Title: President & CEO

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: 04/25/2022

1) Proposer's Legal Name: SVAM International, Inc.

2) Address of Place of Business: 233 East Shore Road STE 201

City: Great Neck State/Province/Territory: NY Zip/Postal Code: 11023

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 94-642-3985

5) Federal I.D. Number: 11-3190965

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:

280 PAN Inc. ? affiliated company
Forte Holding Corp ? affiliated company
North Shore Technologies ? affiliated company
SVAM International de Mexico ? affiliated company

- 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:

280 PAN Inc. ? affiliated company
Forte Holding Corp ? affiliated company
North Shore Technologies ? affiliated company
SVAM International de Mexico ? affiliated company

- 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 of interest 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 of interest 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 of interest 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.

SVAM would take any and all procedures necessary to assure the County that a conflict of interest would not exist for our firm in the future

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/11/1994

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

First Name	Anil				
Last Name	Kapoor				
MI		Suffix			
Address	233 East Shore Road				
City	Great Neck	State/Province/Territory	NY	Zip/Postal Code	11023
Country	US				
Position	President & CEO				

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

First Name	Manav				
Last Name	Bhasin				
MI		Suffix			
Address	233 East Shore Road				
City	Great Neck	State/Province/Territory	NY	Zip/Postal Code	11023

Country	US
Position	Managing Director

First Name	Michael				
Last Name	Capilets				
MI		Suffix			
Address	233 East Shore Road				
City	Great Neck	State/Province/Territory	NY	Zip/Postal Code	11023
Country	US				
Position	Managing Director				

First Name	Vikas				
Last Name	Dhablania				
MI		Suffix			
Address	233 East Shore Road				
City	Great Neck	State/Province/Territory	NY	Zip/Postal Code	11023
Country	US				
Position	Chief Operating Officer				

First Name	Allen				
Last Name	Goldin				
MI		Suffix			
Address	233 East Shore Road				
City	Great Neck	State/Province/Territory	NY	Zip/Postal Code	11023
Country	US				
Position	Director Business Development				

First Name	Anil				
Last Name	Kapoor				
MI		Suffix			
Address	233 East Shore Road				
City	Great Neck	State/Province/Territory	NY	Zip/Postal Code	11023
Country	US				
Position	President & CEO				

First Name	Ajay				
Last Name	Malhotra				
MI		Suffix			
Address	233 East Shore Road				
City	Great Neck	State/Province/Territory	NY	Zip/Postal Code	11023
Country	US				
Position	Executive VP				

First Name	Joe				
Last Name	Marchese				
MI		Suffix			
Address	233 East Shore Road				
City	Great Neck	State/Province/Territory	NY	Zip/Postal Code	11023
Country	US				

Position	Managing Director		
<hr/>			
First Name	Raman		
Last Name	Puri		
MI		Suffix	
Address	233 East Shore Road		
City	Great Neck	State/Province/Territory	NY Zip/Postal Code 11023
Country	US		
Position	Vice President		

First Name	Vish		
Last Name	Rajagopalan		
MI		Suffix	
Address	233 East Shore Road		
City	Great Neck	State/Province/Territory	NY Zip/Postal Code 11023
Country	US		
Position	Director HR & Global Talent Acquisition		

First Name	Shankara		
Last Name	Rajaier		
MI		Suffix	
Address	233 East Shore Road		
City	Great Neck	State/Province/Territory	NY Zip/Postal Code 11023
Country	US		
Position	Managing Director		

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

27

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

SVAM has experience providing Supplemental Staffing Services to the Nassau County Department of IT since the original contracts

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	NYC Department of Environmental Protection (DEP)		
Contact Person	Cecil McMaster		
Address	59-17 Junction Blvd		
City	Flushing	State/Province/Territory	NY
Country	US		
Telephone	(718) 595-6285		
Fax #			
E-Mail Address	cmcmaster@dep.nyc.gov		

Company	City University of New York (CUNY)		
Contact Person	Suman Taneja		
Address	395 Hudson Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(609) 636-1272		
Fax #			
E-Mail Address	suman.taneja@mail.cuny.edu		

Company	NYC School Construction Authority		
Contact Person	Manny Innamorato		
Address	30-30 Thomson Ave.		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(718) 472-8860		
Fax #			
E-Mail Address	einnamorato@nycsca.org		

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

CERTIFICATION

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

Name of submitting business: SVAM International Inc.

Electronically signed and certified at the date and time indicated by:
Anil Kapoor [ALLEN@SVAM.COM]

President and CEO
Title

05/26/2022 01:10:31 PM
Date



NEW YORK STATE

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

SVAM International Inc.

Certification Awarded on: April 1, 2020

Expiration Date: April 1, 2025

File ID#: 46500



NEW YORK
STATE OF
OPPORTUNITY.

**Division of Minority
and Women's
Business Development**

A Division of Empire State Development

FILING RECEIPT

CORPORATION NAME: SVAM INTERNATIONAL INC.

DOCUMENT TYPE : INCORPORATION (DOM. BUSINESS)

SERVICE COMPANY : DIVERSIFIED CORPORATE SERVICES

COUNTY: NASS

FILED: 01/11/1994 DURATION: PERPETUAL CASH #: 940111000351 FILM #: 940111000314

ADDRESS FOR PROCESS

THE CORPORATION
147 EXECUTIVE DRIVE
MANHASSET HILLS, NY 11040

REGISTERED AGENT

STOCK: 200 NPV



FILER

ANTIL KAPOOR, CPA
147 EXECUTIVE DRIVE
MANHASSET, NY 11040

FEES

FILING :
TAX :
CERT :
COPIES :
HANDLING :

160.00 PAYMENTS 160.00

125.00 CASH : 0.00
10.00 CHECK : 160.00
0.00 BILLED: 0.00
0.00
25.00

REFUND:

0.00

CERTIFICATE OF INCORPORATION OF

SVAM INTERNATIONAL INC.

under Section 402 of the Business Corporation Law

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, does hereby certify and set forth:

(1) The name of the Corporation is:

SVAM INTERNATIONAL INC.

(2) The purpose or purposes for which the Corporation is formed are as follows, to wit:

To engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law exclusive of any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained; subject to any express limitations set forth herein, or in the Business Corporation Law.

Directly, or through ownership of stock in any corporation to purchase, lease, rent, exchange, or otherwise acquire real estate and property, either improved or unimproved, and any interest therein; to own, hold, control, maintain, manage and develop the same; to erect, construct, maintain, improve, rebuild, enlarge, alter, manage, operate, and control all kinds of buildings, houses, hotels, apartments, motels, stores, offices, warehouses, mills, shops, factories and plants and all structures and erections of any description on any lands owned, held, rented or leased by the corporation, or upon any other lands; to lease or sublet offices, stores, apartments and other space in such building or buildings, and to sell, rent, lease, sublet, mortgage, exchange, assign, transfer, convey, pledge, alienate or otherwise dispose of any such real estate and property, and any interest therein.

To acquire by purchase, lease or manufacture, or otherwise any personal property deemed necessary or proper or useful in the equipment, furnishing, improvement, development or management of a property, real or personal, at any time owned, held or occupied by the corporation and to invest, trade and deal in any personal property deemed beneficial to the corporation, and to mortgage, pledge, sell, let or otherwise dispose of any personal property at any time owned or held by the Corporation.

To purchase or otherwise acquire, hold, exchange, pledge, hypothecate, sell, deal in and dispose of mortgages covering any kind of real and personal property, tax liens and transfers of tax liens on real estate.

To make, enter into, perform and arrange for carrying out contracts for constructing, building, altering, improving and repairing, decorating, maintaining, furnishing and fitting up buildings, tenements and structures of every description, and to advance money to and enter into agreements of all kinds with building contractors, property owners and others, for said purpose.

To acquire by purchase, subscription, underwriting or otherwise, and to own, hold for investment, or otherwise, and to use, sell, assign, transfer, mortgage, pledge, exchange or otherwise dispose of real and personal property of every sort and description and wheresoever situated, including shares and bonds, debentures, notes, scrip, securities, evidences of indebtedness contracts and obligations of any corporation or association, whether domestic or foreign, or of any firm or individual or of the United States or any State, territory or dependency of the United States or any foreign country, or any municipality or local authority within or without the United States, and also to issue in exchange therefor, stocks, bonds or other securities or evidences of indebtedness of this corporation and, while the owner or holder of any such property, to receive, collect and dispose of the interest, dividends and income on or from such property and to possess and exercise in respect thereto all of the rights, powers and privileges of ownership, including all voting powers thereon.

To construct, build, purchase, lease or otherwise acquire, equip, hold, own, improve, develop, manage, maintain, control, operate, lease, mortgage, create liens upon, sell, convey or otherwise dispose of and turn to account, any and all plants, machinery, work implements and things or property, real and personal, of every kind and description, incidental to, connected with, or suitable, necessary or convenient for any of the purposes enumerated herein, including all or any part or parts of the properties, assets, business and good will of any persons, firms, associations or corporation.

To purchase, exchange or otherwise acquire, invest in, own, devise, invent, manufacture, produce, fabricate, assemble, store, transport, install, service, maintain, alter, repair, distribute, sell, exchange, trade, encumber, assign, transfer or otherwise dispose of, import, export, license as licensor or licensee, lease as lessor or lessee, enter into contracts in respect of, acquire, receive, grant and assign licensing arrangements, options, franchises and other rights in respect of, and otherwise deal in and with, at wholesale and/or retail, for any use or purpose, whether as principal, agent, broker, factor, merchant, distributor, jobber, advisor or in any other lawful capacity, any and all kinds of goods, wares, merchandise, commodities, manufactured articles, raw materials, metals, animal plant products, substances and other unimproved, improved, finished and processed articles and real, personal and mixed property of every kind and description, and generally to conduct a mercantile, industrial, investing and trading business, in all its branches, such other business or businesses as may be incidental or advantageous thereto.

The powers, rights and privileges provided in this certificate are not to be deemed to be in limitation of similar, other or additional powers, rights and privileges granted or permitted to a corporation by the Business Corporation Law, it being intended that this corporation shall have all the rights, powers and privileges granted or permitted to a corporation by such statute.

(3) The office of the Corporation is to be located in the County of Nassau, State of New York.

(4) The aggregate number, class and par value of shares which the Corporation shall have authority to issue shall be two hundred (200) shares, each of which shall have no par value, of the same class as all of which hereby are designated as common stock. Each share of common stock of the Corporation shall have one vote for all corporate purposes, with no cumulative voting rights. Each share of common stock shall have equal rights on dissolution, corporate distribution and for all other corporate purposes.

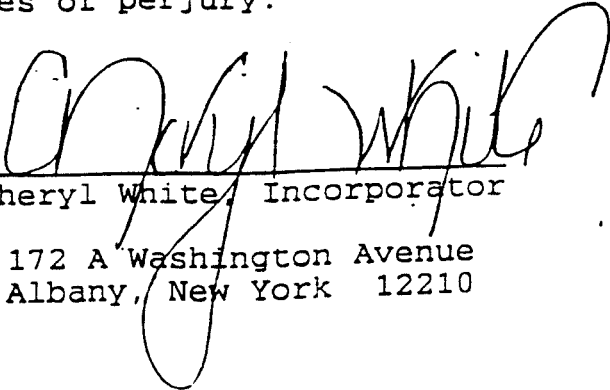
(5) The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process against it may be served, and the post office address to which the Secretary of State shall mail a copy of such process served upon him is:

C/O The Corporation
147 Executive Drive
Manhasset Hills, New York 11040

(6) The Corporation, to the fullest extent permitted by Sections 722, 723 and 724 of the Business Corporation Law of the State of New York, as the same may be amended and supplemented, shall indemnify and all persons whom it shall have power to indemnify under said Sections from and against any and all of the expenses, liabilities and other matters referred to in, or covered by, said Sections. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of stockholders or directors, or otherwise both as to action in his official capacity and as to action in any other capacity while holding such office. The indemnification provided for herein shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such person.

(7) The personal liability of any Director of the Corporation, the Corporation itself, or to its Shareholders, for damages for a breach of duty in such capacity is hereby eliminated; except that such personal liability shall not be eliminated if a judgment or other final adjudication adverse to such Director establishes that his acts or omissions were in bad faith, or involved intentional misconduct or a knowing violation of law, or that he personally gained, in fact a financial profit or other advantage to which he was not legally entitled, or that his acts violated Section 719 of the Business Corporation Law.

IN WITNESS WHEREOF, I have signed this Certificate on the 11th day of January, 1994, and affirm the statements contained here as true, under penalties of perjury.



Cheryl White, Incorporator

172 A Washington Avenue
Albany, New York 12210

SVAM International Inc.

Financial Statements (With Supplementary Information)

Years Ended December 31, 2020 and 2019



CONTENTS

Page(s)

This Report Contains:

Independent Accountant's Review Report 1-2

Financial Statements

Balance Sheets 3

Statements of Income and Retained Earnings 4

Statements of Cash Flows 5- 6

Notes to Financial Statements 7-20

Supplementary Information 21

Schedule I: Schedules of Cost of Revenue 22

Schedule II: Schedules of Operating Expenses 23-24

Schedule III: Schedules of Other Income 25

Independent Accountant's Review Report

The Board of Directors and Stockholder
SVAM International Inc.
233 E Shore Road, # 201
Great Neck, NY 11023

We have reviewed the accompanying financial statements of **SVAM International Inc.** (an S corporation), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America; this includes design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.



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New York, NY 10016
(646) 790 4600

425 Broadhollow Road, Ste 427
Melville, NY 11747
(631) 623 9800

Accountant's Conclusion

Based on our review, except for the effect of the matter noted in the Known Departure from Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Known Departure from Accounting Principles Generally Accepted in the United States of America

Accounting principles generally accepted in the United States of America require the primary beneficiary of a variable interest entity to consolidate the variable interest entity in its financial statements. Management has informed us that the Company's financial statements do not include the accounts of variable entities which the Company has determined are variable interest entities and in which the Company holds a variable interest and is the primary beneficiary. The effects of this departure from accounting principles generally accepted in the United States of America on the financial position, results of operations, and cash flows have not been determined.

Supplementary Information

The accompanying supplementary information included in Schedules I, II and III is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and we do not express an opinion, a conclusion, nor provide any assurance on it.

Kaul & Gupta CPA, LLP

Kaul & Gupta CPA LLP
Melville, New York

September 3, 2021

SVAM International Inc.

Balance Sheets

As of December 31, 2020 and 2019

(See Independent Accountant's Review Report)

	2020	2019
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 7,030	\$ 4,093
Marketable securities measured at fair value	629,252	512,913
Accounts receivables, net of allowances	9,871,395	9,364,521
Unbilled receivables	919,582	865,797
Due from related parties	91,932	109,516
Other current assets	505,771	392,409
Total Current Assets	12,024,962	11,249,249
Property and equipment, net of accumulated depreciation	527,605	721,955
Due from related party	4,447,588	4,577,588
Other assets	5,000	5,000
TOTAL ASSETS	\$ 17,005,155	\$ 16,553,792
LIABILITIES		
Current Liabilities		
Accounts payables	\$ 676,807	\$ 526,907
Due to related parties	531,082	1,097,981
Line of credit	-	964,316
Term loan-current portion	150,284	194,587
Equipment loans-current portion	65,056	76,875
Other current liabilities	1,189,311	2,917,041
Income and franchise taxes payable	43,100	35,000
Total Current Liabilities	2,655,640	5,812,707
Term loan, net of current portion	-	152,942
Equipment loans, net of current portion	159,008	242,557
Small Business Administration loan	153,328	-
Other liabilities	-	130,000
Total Liabilities	2,967,976	6,338,206
Stockholder's Equity		
Common stock, no par value, 200 shares authorized, issued and outstanding	100	100
Retained earnings	14,037,079	10,215,486
Total Stockholder's Equity	14,037,179	10,215,586
TOTAL LIABILITIES & STOCKHOLDER'S EQUITY	\$ 17,005,155	\$ 16,553,792

See accompanying notes to financial statements

SVAM International Inc.

Statements of Income and Retained Earnings

For the years ended December 31, 2020 and 2019

(See Independent Accountant's Review Report)

	2020	2019
REVENUES	\$ 40,857,008	\$ 43,766,562
COST OF REVENUES	<u>28,684,856</u>	<u>28,936,896</u>
GROSS PROFIT	12,172,152	14,829,666
OPERATING EXPENSES		
Sales and marketing	5,317,287	5,361,770
General and administrative	6,282,323	7,807,998
Total operating expenses	<u>11,599,610</u>	<u>13,169,768</u>
OPERATING INCOME	572,542	1,659,898
OTHER INCOME (EXPENSE)		
Other income	3,226,495	5,695
Unrealized gains on marketable securities	90,994	111,036
Finance charges	(32,072)	(93,348)
INCOME BEFORE TAXES	<u>3,857,959</u>	<u>1,683,281</u>
Provision for income taxes	36,366	36,949
NET INCOME	<u>3,821,593</u>	<u>1,646,332</u>
RETAINED EARNINGS AT BEGINNING OF YEAR	10,215,486	8,569,154
RETAINED EARNINGS AT END OF YEAR	<u><u>\$ 14,037,079</u></u>	<u><u>\$ 10,215,486</u></u>

See accompanying notes to financial statements

SVAM International Inc.

Statements of Cash flows

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

	2020	2019
Cash flows from operating activities		
Net Income	\$ 3,821,593	\$ 1,646,332
Adjustment to reconcile net income to net cash flows provided by operating activities		
Funding from Payment Protection Program	(3,190,805)	-
Funding from Economic Injury Disaster Grant	(10,000)	-
Loss on disposition of equipment	34,032	16,750
Allowance for doubtful accounts	34,496	3,679
Provision for compensated absences	91,474	267,823
Depreciation	130,567	112,897
Realized (gain) loss on sale of marketable securities	(15,935)	4,299
Unrealized (gain) loss on marketable equity securities	(90,994)	(111,036)
Small Business Administration loan - interest	3,328	-
Due from related party	130,000	-
Other liabilities	(130,000)	-
Changes in operating assets and liabilities		
Accounts receivables	(541,370)	(91,960)
Unbilled receivables	(53,785)	(865,797)
Due from related parties	17,584	131,064
Other current assets	55,111	(51,797)
Other assets	-	500
Accounts payables	149,900	(737,139)
Due to related parties	(566,899)	210,325
Other current liabilities	(1,819,204)	327,852
Income and franchise taxes payable	8,100	-
Net cash (used in) provided by operating activities	(1,942,807)	863,792
Cash flows from investing activities		
Proceeds from sale of marketable securities	32,646	62,135
Purchases of marketable securities	(42,054)	(72,129)
Security deposit	3,750	(3,750)
Proceeds from sale of property and equipment	29,750	130,000
Acquisition of property and equipment	-	(429,251)
Net cash provided by (used in) investing activities	24,092	(312,995)
Cash flows from financing activities		
Advances to stockholder	(301,673)	(426,000)
Proceeds from stockholder	129,450	-
Proceeds from loans	5,220,810	21,777,687
Repayment of loans	(6,477,740)	(21,903,208)
Proceeds from Small Business Administration loan	150,000	-
Funding from Payment Protection Program	3,190,805	-
Funding from Economic Injury Disaster Grant	10,000	-
Net cash provided by (used in) financing activities	1,921,652	(551,521)

See accompanying notes to financial statements

SVAM International Inc.

Statements of Cash flows (Continued)

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

	2020	2019
Net increase (decrease) in cash and cash equivalents	2,937	(724)
Cash and cash equivalents at the beginning of year	4,093	4,817
Cash and cash equivalents at the end of year	<u>\$ 7,030</u>	<u>\$ 4,093</u>

Supplemental Disclosures of Cash Flow Information

Cash paid during the year for:

Finance charges	\$ 32,072	\$ 93,348
Income Taxes, net	\$ 28,266	\$ 36,949

See accompanying notes to financial statements

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 1 – Summary of significant accounting policies

SVAM International Inc., (the “Company”) is a New York Corporation incorporated on January 11, 1994. The Company has elected to be treated as sub-chapter “S” corporations for federal and various state income tax purposes. The summary of significant accounting policies of the Company is presented to assist in understanding the Company’s financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

a) Business activity:

The Company provides technology solutions, staffing and consulting services to Fortune 1000 as well as emerging technology organizations across the industries. The services provided by the Company include software consulting and turnkey project development services.

The solutions provided by the Company covers a wide range of business areas including e-commerce, web development, client server, groupware technologies, data warehousing, data mining and network management systems. The solutions team develops re-usable objects, tools, technology frameworks and methodologies that provide quick delivery capabilities to the clients.

b) Basis of Accounting:

The Company uses the accrual method of accounting, in accordance with accounting principles generally accepted in the United States of America.

c) Cash and cash equivalents:

The Company’s cash and cash equivalents are subject to potential concentrations of credit risk if the Company has deposits in excess of federal insured limits. The Company maintains cash balances at financial institutions that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant risks on cash. The Company considers all highly liquid securities purchased with a maturity of three months or less to be cash equivalents.

d) Accounts receivable and allowances for bad debts:

The Company carries its accounts receivable at the amount management expects to collect on balances outstanding at year-end. The management closely monitors writes off as of year-end and all outstanding balances that have not been collected by the time the financial statements are issued. Bad debts and allowances are provided based on historical experience and management's evaluation of outstanding accounts receivable.

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 1 – Summary of significant accounting policies (continued)

e) Property and equipment:

Property and equipment are stated at cost less accumulated depreciation. The Company provides depreciation for property and equipment using the straight-line method over the estimated useful lives of 3 to 7 years. When retired or otherwise disposed, the related carrying value and accumulated depreciation are removed from the respective accounts and the net difference less any amount realized from disposition, is reflected in earnings. Repairs, maintenance and improvements expenses which do not materially extend the useful lives of the assets are charged to operating expenses.

f) Revenue recognition:

In May 2014, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification (ASC) 606, Revenue from Contracts with Customers) which provides a five-step analysis of contracts to determine when and how revenue is recognized and replaces most existing revenue recognition guidance in the United States of America generally accepted accounting principles. The Company adopted ASC 606 with a date of initial application of January 1, 2020.

Revenue is recognized when a customer obtains control of promised services in an amount that reflects the consideration which the entity expects to receive in exchange for those services. To determine revenue recognition for arrangements that an entity determines are within the scope of ASC 606, the Company performs the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue as the entity satisfies a performance obligation. The Company only applies the five-step model to contracts when it is probable that the entity will collect the consideration it is entitled to in exchange for the services it transfers to the customer. At contract inception, once the contract is determined to be within the scope of ASC 606, the Company assesses the services promised within each contract and determines those that are performance obligations and assesses whether each promised service is distinct. The Company then recognizes as revenue the amount of the transaction price that is allocated to the respective performance obligation as the performance obligation is satisfied.

The Company generates substantially all revenue from service contracts with its customers. The Company recognizes revenue from service contracts over time during the life of the contract period as services are provided as the customer simultaneously receives and consumes the benefit provided by the Company.

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 1 – Summary of significant accounting policies (continued)

f) Revenue recognition (continued):

Each customer contract sets forth the transaction price for the services purchased under that agreement. Customer agreements can potentially include variable considerations such as volume and early payment discounts. The Company uses judgement to estimate the most likely amount of variable consideration at each reporting period. When estimating variable consideration, the Company also applies judgement when considering the probability of whether a reversal of revenue could occur and only recognize revenue subject to this constraint. While the Company's service arrangements typically do not include variable consideration, variable consideration is reviewed by management at year end and, if necessary, revenue is adjusted accordingly. Management has determined that no reduction of revenue relating to variable consideration was necessary for the year ended December 31, 2020.

As part of the adoption of ASC 606, the Company elected to use the following transition practical expedients: (1) all contract modification that occurred prior to the date of initial application when identifying the satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price have been reflected in aggregate; and (2) ASC 606 is applied only to contracts that are not complete at the initial date of application. Because contract modifications are minimal, there is not a significant impact as a result of electing practical expedients.

There was no change that resulted from adoption. This reclassification had no effect on Net income, and therefore, there was no adjustment to opening balance of stockholder's equity. The Company does not expect the adoption of the new revenue standard to have a material impact on its Net income on an ongoing basis.

g) Income taxes:

The Company has elected to be treated as subchapter "S" corporations for federal and state income tax purposes. Therefore, no provision has been made for corporate federal and state income taxes and the stockholder has consented to include the income or loss in their individual tax returns. The Company is, however, liable for its state franchise and local taxes. The Stockholder's federal and state income tax return for the year ended December 31, 2019, 2018 and 2017 are currently open and subject to examination by various tax jurisdictions. Management continually evaluates expiring statutes of limitation, audits, proposed settlement, changes in tax laws and new authoritative ruling.

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 1 – Summary of significant accounting policies (continued)

h) Marketable securities:

The Company classifies its marketable equity securities and mutual funds as available for sale. Marketable securities are carried in the financial statements at fair value. All marketable securities held by the Company have readily determinable fair values. Realized gains and losses are determined using the first-in, first-out (FIFO) method. Realized and unrealized gains and losses on marketable securities are reported in net income.

i) Fair value of financial instruments:

The Company has a number of financial instruments, including cash, accounts receivable, accounts payable and loans payable. Management estimates that the fair value of all financial instruments as of December 31, 2020 and 2019, does not differ materially from the aggregate carrying value of its financial instruments recorded in the accompanying balance sheet.

Marketable securities are carried in the financial statements at fair value (see note 3).

j) Use of estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported revenues and expenses during the reporting period. Actual results could differ from those estimates.

k) Compensated Absences:

Paid time off is granted based on time employed and employment status. Vacation pay is paid at rates in effect at the time of employee is absent for vacation leave. As of December 31, 2020 and 2019, employees accumulated compensatory hours for which the Company computed an obligation of \$359,297 and \$267,823, respectively. This obligation is accrued in other current liabilities.

l) Reclassification:

Certain December 31, 2019 amounts have been reclassified to conform to the December 31, 2020 presentation.

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 2: Recent Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), which requires all entities that enter into a lease to recognize in the balance sheet, a liability to make lease payments and a right-of-use asset representing its right to use the underlying asset for the lease term. ASU 2016-02 is effective for annual financial statements issued for fiscal years beginning after December 15, 2021. The Company is currently evaluating the impact of the adoption of the new guidance on the financial statements.

Note 3: Marketable securities and fair value measurements

The company has invested in a portfolio, which is comprised of investments in several publicly traded stocks and mutual funds. The management has classified these investments as available for sale. Marketable securities are stated at fair value.

As of December 31, cost and fair value of marketable securities were as follows:

	2020	2019
Available for sale		
Cost	\$ 236,988	\$ 211,643
Gross unrealized gains	392,264	301,270
Fair Value	\$ 629,252	\$ 512,913

Generally accepted accounting principles provide a framework for measuring fair value and require extended disclosure about fair value measurements of certain assets and liabilities. Fair value is defined as exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Generally accepted accounting principles also establish a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value.

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted process in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The Company utilizes Level 1 inputs to measure the fair value for all the marketable securities.

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

*(See Independent Accountant's Review Report)***Note 4: Account receivables**

As of December 31, customer accounts receivable balances by due date, were as follows:

	2020	2019
Current	\$ 3,046,447	\$ 4,245,140
Outstanding 1-30 days	1,756,570	2,650,937
Outstanding 31-60 days	1,817,397	1,384,439
Outstanding more than 61 days	3,525,477	1,324,004
	10,145,891	9,604,521
Less : Allowance for doubtful accounts	(274,496)	(240,000)
Total	\$ 9,871,395	\$ 9,364,521

Note 5: Unbilled receivables

Unbilled services as of December 31, 2020 and 2019, of \$919,582 and \$865,797, respectively, represent costs incurred and revenues recognized on contracts to be billed in subsequent periods.

Note 6: Other current assets

As of December 31, other current assets were as follows:

	2020	2019
Employees advance	\$ 36,448	\$ 85,906
Advances to stockholder	454,323	282,100
Advance for automobile	15,000	15,000
Security deposit	-	3,750
Prepaid rent	-	3,750
Other receivables	-	1,903
Total	\$ 505,771	\$ 392,409

Note 7: Property and equipment

As of December 31, property and equipment consists of the following:

	2020	2019
Trucks & Automobiles	\$ 801,933	\$ 966,221
	801,933	966,221
Less : Accumulated depreciation	274,328	244,266
Total	\$ 527,605	\$ 721,955

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

*(See Independent Accountant's Review Report)***Note 7: Property and equipment (continued)**

During the years ended December 31, 2020 and 2019, the depreciation expense was \$130,567 and \$112,897 respectively. The Company periodically reviews its property and equipment for asset impairments, reducing carrying values to net realizable value as circumstances warrant. There were no impairments during the year ended December 31, 2020 or 2019.

In 2020, the Company sold two automobiles with an adjusted basis of \$63,782 for \$29,750 resulting in a loss of \$34,032. In 2019, the Company sold an automobile with an adjusted basis of \$146,750 for \$130,000, resulting in a loss of \$16,750.

Note 8: Due from (to) related parties

As of December 31, due from related parties consist of the following:

	2020	2019
Current		
Interactive Communications (USA) Inc.	\$ -	\$ 44,584
Forte Holdings Corp	79,932	62,932
280 PAN Inc	12,000	2,000
Total	\$ 91,932	\$ 109,516
Non-Current		
SVAM International de Mexico	4,447,588	4,577,588
Total	\$ 4,447,588	\$ 4,577,588

Due from related party (non-current) are advances to an affiliate. These advances are interest free and due on demand after December 31st, 2021.

As of December 31, due to related parties consist of the following:

	2020	2019
Current		
Interactive Communications (USA) Inc.	\$ 300,255	\$ 657,476
Northshore Technology Pvt Ltd	230,827	440,505
Total	\$ 531,082	\$ 1,097,981

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 9: Other current liabilities

As of December 31, other current liabilities were as follows:

	2020	2019
401K plan contribution payable	\$ 26,617	\$ 37,561
Other accounts payable (Book overdrafts)	397,640	2,544,288
Other payables	405,757	67,369
Provision for compensated absences	359,297	267,823
Total	\$ 1,189,311	\$ 2,917,041

Book overdrafts represent checks issued in excess of funds available in the bank, they were reinstated as other accounts payable.

Note 10: Other liabilities

As of December 31, 2020, there are no advance from suppliers. As of December 31, 2019, \$130,000 were received as advance from suppliers.

Note 11: Line of credit

During 2019, the Company had a revolving line of credit from a bank with maximum borrowing of \$2,250,000. The line of credit matured on January 8, 2020 and carried an interest rate of LIBOR Rate plus a margin of 2.984% per annum. The default interest rate of credit line was LIBOR plus 5.984%.

During 2020, the Company renewed its revolving line of credit with a maximum borrowing of \$3,000,000. The line of credit had a maturity date of January 15, 2021 and carried an interest rate of LIBOR Rate plus a margin of 2.822% per annum. The default interest rate of credit line is LIBOR plus 5.822%. The lines of credit are secured by the account's receivables and substantially all the assets of the Company and personal guarantee of stockholder.

The aggregate principal amount of advances outstanding at any one point of time under the line of credit note shall not exceed the 80% of the borrowing base (all eligible trade accounts, account receivable, or other right to payment for goods sold or leased or services rendered). The credit facilities had various other restrictive covenants including, restrictions on transfer of ownership interest in excess of 25% and to make any loans to affiliates etc.

As of December 31, 2020 and 2019, the amount of outstanding line of credit was \$0 and \$964,316 respectively.

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 11: Line of credit (continued)

The line of credit of \$3,000,000 was further renewed on March 15, 2021 for an additional year with a revised interest rate of LIBOR Rate plus a margin of 2.5% per annum.

Note 12: Term and equipment loans

The Company has a term loan of \$750,000 from a bank. The term note is used for working capital purposes, with a maturity date of September 19, 2021 and carries interest rate of LIBOR Rate plus a margin of 2.766% per annum. The default interest rate of term note is LIBOR plus 5.766%. The monthly instalment of term note is \$16,954. The term loan is secured by the account's receivables and substantially all the assets of the Company and personal guarantee of stockholder. The term loan and line of credit are governed by the same credit agreement and carries the same restrictive covenants as line of credit.

As of December 31, 2020 and 2019 the amount of outstanding term loan was \$150,284 and \$347,529 respectively. Term loans due within next 12 months for each of review year, amounting to \$150,284 and \$194,587 respectively were reported under current liabilities, and term loans due beyond 12 months, amounting to \$0 and \$152,942 respectively were reported under non-current liabilities.

Additionally, the Company has financed its automobiles with financial institutions which are secured against property and equipment. The Company makes monthly instalments towards repayment of loans and interests. As of December 31, 2020, and 2019 the amounts due on the loans were \$224,064 and \$319,432 respectively. Loans due within next 12 months for each of review year, amounting to \$65,056 and \$76,875 respectively were reported under current liabilities, and loans due beyond 12 months, amounting to \$159,008 and \$242,557 respectively were reported under non-current liabilities.

The following is a summary of principal maturities of long-term debt during the next five years:

2021	\$	215,340
2022	\$	68,472
2023	\$	68,472
2024	\$	22,064

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

*(See Independent Accountant's Review Report)***Note 13: Related Party Transactions**

The Company has entered into transactions with the related entities listed below. All of the below entities are related to each other through common ownership of the stockholder of the Company.

Related parties	Nature of Transactions	2020	2019
Interactive Communications (USA) Inc	Consulting income	\$ -	\$ 235,199
Interactive Communications (USA) Inc	Cost of services	\$ 2,047,000	\$ 2,405,951
280 PAN Inc	Rent expenses	\$ 71,270	\$ 107,000
Forte Holding Corp	Rent expenses	\$ 212,000	\$ 204,000
Northshore Technology Pvt Ltd	Outsourcing expenses	\$ 4,237,406	\$ 5,189,527
SVAM International de Mexico	Outsourcing expenses	\$ 548,379	\$ 488,208

As of December 31, 2020 and 2019, the Company provided an interest free loan payable on demand to its stockholder of \$454,323 and \$282,100, respectively. These are included in other current assets in the financial statements for 2020 and 2019.

Note 14: Economic Dependencies

For the year ended December 31, sales to major customers and purchases from major vendors consist of the following:

	2020			2019		
	No.	Amount	%	No.	Amount	%
Major Customers	6	\$ 14,902,593	36%	4	\$ 11,272,912	26%
Major Vendors	1	\$ 2,047,000	14%	1	\$ 2,405,951	16%

Note 15: Income Taxes

For the year ending December 31, provision for taxes are as follows:

	2020	2019
State income and franchise taxes	\$ 36,366	\$ 36,949
Total	\$ 36,366	\$ 36,949

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

*(See Independent Accountant's Review Report)***Note 15: Income Taxes (continued)**

As of December 31, state and local taxes payable are as follows:

	2020	2019
State and local taxes	\$ 43,100	\$ 35,000
Total	\$ 43,100	\$ 35,000

There are no uncertain tax positions in the tax returns filed for 2019, 2018 and 2017. The Company remains subject to income tax examinations by the Internal Revenue Service and the other state taxing authorities for years 2017 and after. As of the date of the report there are no pending federal and state tax audits.

Note 16: Employee Benefit Plan

The Company participates in multi-employer 401K Retirement Plan ("Plan") covering all its full-time employees effective January 1, 1998. All full-time employees are eligible for contribution to the retirement plan from the first day of joining the company. Company may make matching contributions on behalf of the employees equal to a 10% of the amount of employee contribution maximum up to 10% of first 15% of the salary of the individual employee elected to contribute to the Plan. Company's contributions to the Plan during the year ended December 31, 2020 and 2019, were \$53,256 and \$28,737 respectively.

Note 17: Commitments and Contingencies

The Company leases its main operating premises in Great Neck, New York under a non-cancelable lease term from May 1, 2014 through April 30, 2024 from its affiliate company, Forte Holding Corp. In addition, the Company leases an accommodation for its employees on month-to-month basis from an affiliate, 280 PAN Inc and other office spaces on a month-to-month basis.

The following is a schedule of future minimum leases payments required under the above-mentioned operating lease:

Twelve months ending	
December 31, 2021	\$ 216,000
December 31, 2022	\$ 216,000
December 31, 2023	\$ 216,000
January 2024 through April 2024	\$ 72,000

For the years ended December 31, 2020 and 2019, rent expenses including the real estate taxes and maintenance were \$327,645 and \$331,176. These are included within general and administrative expenses in the statements of income and retained earnings.

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 17: Commitments and Contingencies (continued)

The Company entered into contracts with clients to provide services. The contracts are generally for periods ranging from six months to three years.

Note 18: Paycheck Protection Program (PPP) loan, Economic Injury Disaster Loan (EIDL) Advance and SBA loan

a. SBA Paycheck Protection Program Loan

In May 2020, the Company received total loan proceeds of 3,190,805, (the "PPP Loan") pursuant to the Paycheck Protection Program (the "PPP") under the Federal Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"), which was enacted March 27, 2020. The PPP is administered by the U.S. Small Business Administration. The unsecured PPP Loan is evidenced by promissory notes (the "Note"), between the Company and the lending financial institution. The Note has a two-year term, bear interest at the rate of 0.98% per annum, and may be prepaid at any time with no prepayment penalties. No payments of principal or interest are due during the six-month period beginning on the date of the Note. Proceeds from the PPP Loan are to be used for qualifying expenses as described in the CARES Act including payroll costs, group health care and pension benefits, rent, utilities and interest on certain long-term debt obligations. Under the terms of the PPP, certain amounts of the PPP Loans may be forgiven if they are used for these qualifying expenses. The Company applied for the loan after carefully considering the eligibility criteria to participate in the program and determined that the Company met these criteria.

The Company evaluated and provided information on payroll and other qualifying expenses to determine the amount of PPP funds to apply for. From the date of funding, the Company has used the PPP Loan for qualifying expenses. On December 20, 2020 the Company received a notice from the Small Business Administration regarding forgiveness of the PPP Loan in the total principal amount of \$3,190,805. According to such notice, the full principal amount of the PPP Loans and any accrued interest have been forgiven.

The Company has elected to account for the proceeds of the loan as a government grant under International Accounting Standard 20 ("IAS 20"), Accounting for Government Grants and Disclosure of Government Assistance. The permitted analogous use of IAS 20 outlines a model for the accounting for government assistance, including forgivable loans. Under such guidance, once there is reasonable assurance that the conditions attached to the assistance will be met, the earnings impact of government grants is recorded on a systematic basis over the periods in which the entity recognizes as expenses the related costs for which the grants are intended to compensate. As of December 31, 2020, the Company used the entire amount of the PPP Loans proceeds to fund eligible expenses under the terms of the PPP Loans. Accordingly, the Company recognized 3,190,805 as Funding from Paycheck Protection Program on the statement of income and retained earnings for the year ended December 31, 2020. No interest expense related to the PPP Loans has been recorded in the Company's financial statements.

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 18: Paycheck Protection Program (PPP) loan, Economic Injury Disaster Loan (EIDL) Advance and SBA loan (continued)

a. SBA Paycheck Protection Program Loan (continued)

The balance and activity related to the PPP loan is as follows as of December 31, 2020:

PPP loan proceeds	\$ 3,190,805
Qualified expenses eligible for forgiveness PPP loan balance as of December 31, 2020	<u>\$ (3,190,805)</u>
	<u>\$ -</u>

For tax purposes, the Company treats the PPP loan forgiveness as exclusion from gross income and a tax-exempt income. The shareholder increases his tax basis in the S corporation based on his share of the tax-exempt income.

b. SBA Economic Injury Disaster Loan

The company obtained Economic Injury Disaster Loan of \$ 10,000 from Small Business Administration during quarter ended June 30, 2020. This loan is designed to provide economic relief to businesses that are currently experiencing a temporary loss of revenue. This loan was a one-time grant and was recognized as other income in the statement of income and retained earnings for the year ended December 31, 2020. For tax purposes, this grant is also tax-exempt income.

c. SBA Loan

The Company obtained a loan of \$ 150,000 from Small Business Administration in May 2020. The loan carries an interest rate of 3.75% per annum. The loan is payable in monthly instalments of \$778.00 over a term of 30 years. SBA has deferred principal and interest payments till May 2022. The loan is collateralized by a secured interest in all tangible and intangible property of the Company and the sole stockholder is also jointly and severally liable for the loan. The loan proceeds are utilized for working capital purposes. There are certain restrictive loan covenants not limited to books and records, financial statements, hazard insurance and limits on distribution of assets.

As of December 31, 2020 the amount of outstanding SBA loan was \$150,000 along with accrued interest of \$3,328.

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 18: Paycheck Protection Program (PPP) loan, Economic Injury Disaster Loan (EIDL) Advance and SBA loan (continued)**c. SBA Loan (continued)**

Principal maturities of loan over the next five years are follows:

2021	\$	-
2022	\$	-
2023	\$	2,826
2024	\$	3,532
2025	\$	3,667
Thereafter	\$	139,975

Note 19: COVID-19 Pandemic

On March 11, 2020, the World Health Organization declared the recent novel coronavirus ("COVID-19") outbreak a pandemic. In response to the outbreak many states, including those in which the Company has locations, have implemented measures to combat the outbreak, such as travel restrictions and shelter in place orders. In compliance with such orders, the Company's employees are working remotely. The Company has seen operations impacted as the virus continues to proliferate. The Company took action to ensure the long-term success of the business, including reducing and closely monitoring operating expenses and obtaining Paycheck Protection Program "PPP" loan from the Coronavirus Aid, Relief, and Economic Security Act "CARES Act".

Note 20: Subsequent Events

The Company evaluated subsequent events through September 3, 2021, which is the date the financial statements were available to be issued. Other than outbreak of a novel strain coronavirus, the Company is not aware of any significant events that occurred subsequent to the balance sheet dates, but prior to the filing of this report that would have a material impact on the financial statements.

The Company received an additional PPP loan of \$2,000,000 in March 2021 and is eligible for forgiveness on terms provided by the Small Business Administration. The Company is monitoring the situation closely as new information may emerge concerning the severity of the virus and the actions required to be taken to contain the virus that may impact the operations.

SVAM International Inc

Supplementary Information

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

**SUPPLEMENTARY INFORMATION
(SCHEDULES)**

SVAM International Inc

Schedules of Cost of Revenue

For the Years ended December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Schedule I - Cost of Revenue

	2020	2019
Direct cost of services	\$ 14,836,104	\$ 15,046,257
Payroll expenses	12,940,198	12,866,539
Payroll taxes	880,219	889,210
Compensated absences	28,335	134,890
Total	<u>\$ 28,684,856</u>	<u>\$ 28,936,896</u>

SVAM International Inc

Schedules of Operating Expenses

For the Years ended December 31, 2020 and 2019

*(See Independent Accountant's Review Report)***Schedule II**

	2020	2019
Sales and marketing		
Payroll expenses	\$ 2,214,286	\$ 2,085,025
Payroll taxes	116,407	111,739
Outside services	1,033,669	895,208
Outsourced expenses-business process	1,675,025	1,987,207
Compensated absences	51,935	101,605
Business promotion expenses	225,965	180,986
Total	\$ 5,317,287	\$ 5,361,770
 General and administrative		
Payroll expenses	\$ 472,271	\$ 503,851
Payroll taxes	77,466	111,064
Compensated absences	11,204	31,328
401K Plan contribution	53,256	28,737
Automobile expense	113,838	104,013
Bad debts	34,496	262,658
Bank service charges	14,628	20,406
Computer and software charges	85,842	178,423
Depreciation	130,567	112,897
Contributions	4,711	22,641
Dues and subscriptions	14,739	11,663
Insurance	635,968	826,399
Legal and professional fees	228,327	141,936
Loss on sale of fixed assets	34,032	16,750
Office expenses	190,172	255,900
Outsourced expenses-recruitment	1,962,172	2,327,872
Outsourced expenses	1,148,588	1,362,656
Penalties	315	756
Printing & Postage	9,370	10,949
Recruitment charges	211,580	210,607
Relocation expenses	6,423	14,535
Rent	327,645	326,000
Real estate taxes and common area maintenance	-	5,176

SVAM International Inc

Schedules of Operating Expenses (Continued)

For the Years ended December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Schedule II (continued)

	2020	2019
General and administrative (continued)		
Repairs and maintenance charges	207,716	109,663
Internet and telephone expenses	65,551	81,817
Training charges	7,957	7,712
Travel expense	202,520	690,107
Utilities	30,969	31,482
Total	\$ 6,282,323	\$ 7,807,998

SVAM International Inc

Schedules of Other Income

For the Years ended December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Schedule III - Other income

	2020	2019
Paycheck Protection Program loan - forgiven	\$ 3,190,805	\$ -
Dividend	9,630	9,971
Bank interest	125	23
Short term capital gain	-	793
Long term capital gain (loss)	15,935	(5,092)
Economic Injury Disaster Loans grant	10,000	-
Total	\$ 3,226,495	\$ 5,695

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: Anil Kapoor
Date of birth: 10/14/1958
Home address: 14 Forte Drive
City: Old Westbury State/Province/Territory: NY Zip/Postal Code: 11568
Country: US
- Business Address: 233 East Shore Road STE 201
City: Great Neck State/Province/Territory: NY Zip/Postal Code: 11023
Country: US
Telephone: 5164666655
- Other present address(es):
City: woodbury State/Province/Territory: _____ Zip/Postal Code: 11797
Country: US
Telephone: 15166977311

List of other addresses and telephone numbers attached

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

President	<u>01/11/1994</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.

100% Ownership of SVAM International Inc.

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.

280 PAN Inc. (Owner)

Forte Holding Corp (Owner)
North Shore Technologies (Owner)
SVAM International de Mexico (Owner)

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.

See attached files for foreign organizations.

2 File(s) Uploaded: List of Mexico Govt Projects and Services as of 11-21-2019.pdf, List of North Shore Technologies (NST) Government Projects.pdf

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, Anil Kapoor , 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, Anil Kapoor , 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.

SVAM International Inc

Name of submitting business

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

Anil Kapoor [ALLEN@SVAM.COM]

President and CEO

Title

05/04/2022 02:53:15 PM

Date

SVAM INTERNATIONAL DE MEXICO Government Projects.

The following is a list of projects and services that SVAM International de México has provided to Government organizations during the past 3 years.

1. COMAPA Tampico is a local organization which controls the water services in the Tampico Tamaulipas area. Their operations are based on the SAP R3 ERP. SVAM has provided SAP Functional Support Services for the HR Module, implementing SAP Standard solution processes, executing them since February 2014 to the present. The project prices for the last 3 years are around 70,000 USD.
2. Electronic Invoicing is a requirement by SAT (Mexico's IRS Department) in which invoices need to be validated, certified and stamped with their requirements to be valid and issued as deductible for tax purposes; SVAM de Mexico is currently provider of this Electronic Invoicing Process for several State Government Organizations in Tamaulipas since December 2012. By the last three years we have stamped and validated a round 2,250,000 invoices. Customers added in the list since 2016 to the present are:
 - Comisión Municipal de Agua Potable y Alcantarillado de la Zona Conurbada de la Desembocadura del Río Pánuco en el Estado de Tamaulipas.
 - Instituto Tamaulipeco de la Salud.
 - Comisión de Parques y Biodiversidad de Tamaulipas.
 - Municipio de Victoria de Tamaulipas.
 - Sistema para el Desarrollo Integral de la Familia de Tamaulipas.
 - Instituto Tamaulipas de Educación para Adultos.
 - Comisión Estatal para la Conservación y Aprovechamiento económico de la vida Silvestre en Tamaulipas.
 - Municipio de Abasolo de Tamaulipas.
 - Instituto Tamaulipeco del Deporte.
 - Sistema para el Desarrollo Integral de la Familia de Tamaulipas
3. For the Cinvestav Tamaulipas, a High-Level investigation institute, SVAM provide a platform for authentication based on android app, which main focus was on dynamically generate token credentials, to increase the security login of a portal. That implementation was in 2017.
4. Other request from Cinvestav Tamaulipas was to audit a medical application, in other to assure it comply with the final customer requirements, the service included application testing, performance testing and source code optimization. This analysis and audit were done last year.
5. For the Tamaulipas State Government SVAM Mexico has provided the Supplier portal, a web page application to enable XML files from providers and expenses of the Government, interacting with SAP ERP database, to retrieve and update information according to internal business rules. This project also enables a storage and follow up tool for providers to verify if and uploaded XML files was already paid. The execution of this project was in 2016 at a cost of 35,000 USD.

6. The municipal government of San Miguel de Allende, Guanajuato, requested SVAM to provide a full analysis of 20 dependencies from which they would like to verify if their current data infrastructure complied with the minimal requirements to integrate an information key performance indicator dashboard for the Directors and Mayor. This analysis was done in 2018.
7. The Event Registration System developed for the Economic Development Secretary was developed to facilitate, speed up registration and entry of assistants / suppliers to a fair or exhibition, which promotes B2B and B2G relationships. Improves the interaction of attendees with suppliers, by obtaining information from attendees, creating initial relationships with customers and sending information through targeted marketing. The system manages the stands and shows event information through reports; In addition to managing the agenda and the generation of a relational database that allows exploitation through Business Intelligence.

North Shore Technologies (NST) Government Projects

The following is a list of projects and services that North Shore Technologies has provided to Government organizations during the past 3 years.

1. New Okhla Industrial Development Authority (NOIDA)
Property Information Management System (PIMS)

NOIDA selected North Shore Technologies to create an integrated Property Information Management System.

2. NOIDA Finance ERP Project

NOIDA selected NST for the Development/Customization of an ERP system for the Finance Department.

3. NOIDA Authority- Nivesh Mitra Project Integration

Noida Authority offered this project to NST in addition to Property Information Management System (PIMS) including requirement analysis, design & development.

4. NOIDA Authority- DATA entry operator services

Noida Authority offered NST to appoint few staff for proper implementation of PIMS project.

5. Noida Authority- Azure cloud hosting services

NST offered to provide cloud hosting services to Noida Authority.

6. IFFCO Kisan Sanchar Ltd Mobile App

NST was selected for the development of the IFFCO Kisan Mobile app Native versions and new web product development work.

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: Vikas Dhablania
Date of birth: 10/03/1967
Home address: 140 Plainview Road
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797
Country: US

Business Address: 233 East Shore Road STE 201
City: Great Neck State/Province/Territory: NY Zip/Postal Code: 11023
Country: US
Telephone: 5164666655

Other present address(es):
City: woodbury State/Province/Territory: NY Zip/Postal Code: 11797
Country: US
Telephone: 15166977311

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	_____		
(Other)	_____		

Type	Description	Start Date
Other	Chief Operating Officer	01/01/2000

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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, Vikas Dhablania , 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, Vikas Dhablania , 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.

SVAM International Inc.

Name of submitting business

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

Vikas Dhablania [VIKAS@SVAM.COM]

Cheif Operating Officer

Title

06/29/2022 01:38:16 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: SVAM International, Inc.

Address: 233 East Shore Road STE 201

City: Great Neck State/Province/Territory: NY Zip/Postal Code: 11023

Country: US

2. Entity's Vendor Identification Number: 11-3190965

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

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

First Name	<u>Anil</u>
Last Name	<u>Kapoor</u>
MI	_____ Suffix _____
Address	<u>233 East Shore Road</u>
City	<u>Great Neck</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11023</u>
Country	<u>US</u>
Position	<u>President & CEO</u>

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

If none, explain.

First Name	<u>Anil</u>
Last Name	<u>Kapoor</u>
MI	_____ Suffix _____
Address	<u>233 East Shore Road</u>
City	<u>Great Neck</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11023</u>
Country	<u>US</u>
Position	<u>President & CEO</u>

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

previously disclosed that participate in the performance of the contract.

SVAM International, Inc. ? Parent company
Forte Holding Corp ? affiliated company
North Shore Technologies ? affiliated company
SVAM International de Mexico ? affiliated company

1 File(s) uploaded Nassau County RPA - Letter for no involvement of Affiliated Companies (2).pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

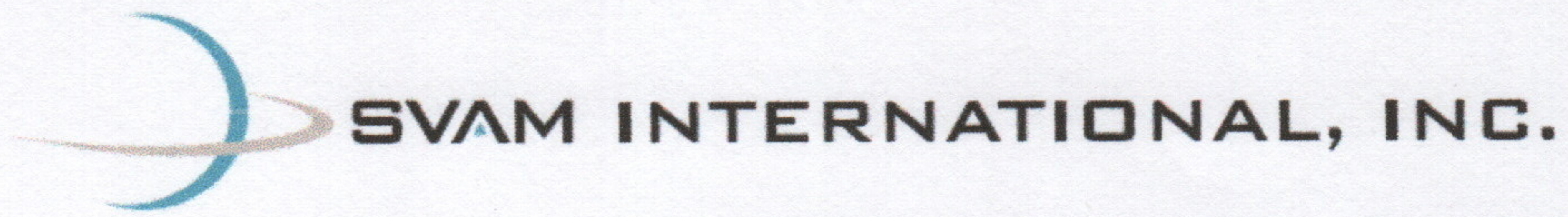
Electronically signed and certified at the date and time indicated by:

Anil Kapoor [ALLEN@SVAM.COM]

Dated: 05/26/2022 04:13:56 AM

Title: President and CEO

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.



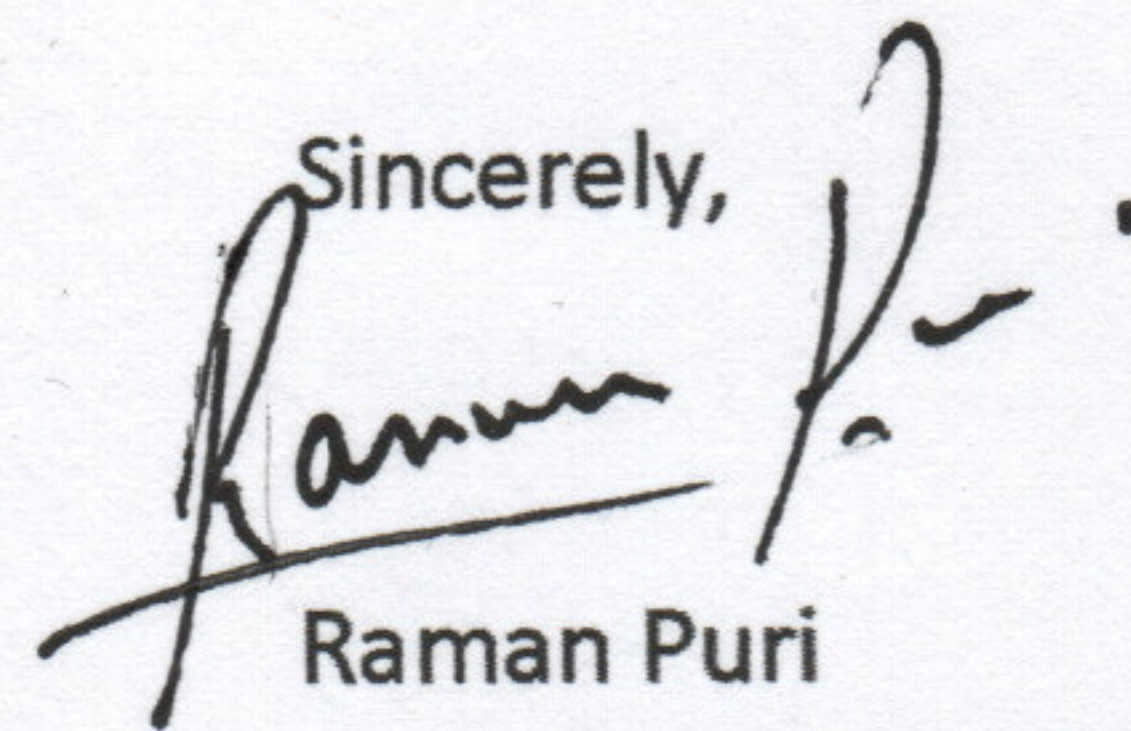
To
Nassau County
1550 Franklin Avenue
Mineola, NY 11501

May 24, 2022

Subject: No involvement of affiliate companies

Dear Sir/Madam,

This is to declare that none of the affiliate companies of SVAM International Inc. are involved in this Contract for Services signed by and between Nassau County (on behalf of the Nassau County District Attorney's Office) and SVAM International, Inc. pursuant to RFP# DA0701-2120 dated July 1, 2021.

Sincerely,


Raman Puri
Vice President
SVAM International, Inc.

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, Vikas Dhablania 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: SVAM INTERNATIONAL INC.

Vendor's Address: 233 East Shore Road STE 201 Great Neck NY US 11023

Vendor's EIN or TIN: 11-3190965

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
05/19/2022 02:17:52 PM

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified:
05/04/2022 02:56:30 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
05/19/2022 02:41:53 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Anil Kapoor[ALLEN@SVAM.COM]	05/04/2022 02:53:15 PM

I, Vikas Dhablania 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."

Vikas Dhablani ALLEN@SVAM.COM

Name

Chief Operating Officer

Title

SVAM International Inc

Name of Submitting Entity

05/20/2022 11:35:41 AM

Date