



Certified: --

E-106-22

Filed with the Clerk of the
Nassau County Legislature
August 31, 2022 12:24PM

NIFS ID: CLIT22000002

Capital: X

Contract ID #: CFIT19000003

NIFS Entry Date: 06/22/2022

Department: Information Technology

Service: Consultant Services

Term: from 04/01/2022 to 03/03/2023

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: X		
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:	No

Vendor/Municipality Info:	
Name: Insum Solutions Corp.	ID#: 421776423
Main Address: 46 Beekman StPlattsburgh, NY 12901	
Main Contact: Christopher Jackson	
Main Phone: (866) 887-1670	

Department:
Contact Name: Rosemarie Torla
Address: 240 Old Country Road Mineola, NY 11510
Phone: (516) 571-4451
Email: RTorla@nassaucountyny.gov

Contract Summary

Purpose: Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool. Ratification of this Amendment will increase the "Maximum Amount" of \$1,500,000 by an additional \$750,000, thereby making the contract "maximum amount" to be paid under this contract, \$2,250,000. In addition, the Amendment requests an encumbrance of \$500,000, to be made available upon execution.

Method of Procurement: RFP# IT0129-1906

Procurement History: The Contract was entered into after a written request for proposals was issued on January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on

industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 22, 2019. Three proposals were received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

Description of General Provisions: Insum consultants will be required to assist in the following:

- * Elaborate, review and finalize functional business requirements (BRD) into application design and technical requirements.
- * Design data model and develop back-end databases as required.
- * Provide and implement a user-friendly, intuitive, functional and easy to use front-end user interfaces.
- * Design and develop data access processes to load data from various data sources.
- * Generate visually appealing data analysis charts and dashboards
- * Load configuration and historical data into Oracle database
- * Complete technical documentation of design and development of above artefacts where applicable according to the standard of the County. These may include Solution Design Specifications, System Support Documents and other types of documentation as requested by the County.
- * Provide application demos to county stakeholders and progress reports to technical team.
- * Conduct unit and system integration testing; and develop and document test cases in partnership with County staff for user acceptance testing (UAT)
- * Provide deployment scripts to migrate solutions from development environment to production server.
- * Provide training and knowledge transfers to system administrators and county staff so that any future configuration and administration can be performed in-house

Impact on Funding / Price Analysis: \$750,000

Change in Contract from Prior Procurement: Increase in the "Maximum Amount" from \$1,500,000 to \$2,250,000

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 97103 000	05	\$500,000.00
Project Number		97103						
Project Detail		000						
TOTAL							\$500,000.00	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$0.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$500,000.00
% Decrease		Other	\$0.00
		Total	\$500,000.00

Routing Slip

Department			
NIFS Entry	Rosemarie Torla	06/27/2022 03:38PM	Approved
NIFS Final Approval	Nancy Stanton	06/29/2022 08:01AM	Approved
Final Approval	Rosemarie Torla	07/01/2022 03:37PM	Approved
DPW			
Capital Fund Approval	Chris Yansick	07/20/2022 01:46PM	Approved
Final Approval	Chris Yansick	07/20/2022 01:46PM	Approved
County Attorney			
RE & Insurance Verification	Daniel Gregware	07/28/2022 09:52AM	Approved
Approval as to Form	Daniel Gregware	07/21/2022 01:44PM	Approved
NIFS Approval	Daniel Gregware	07/28/2022 09:52AM	Approved
Final Approval	Daniel Gregware	07/28/2022 09:52AM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	07/20/2022 02:02PM	Approved
NIFA Approval	Irfan Qureshi	07/29/2022 02:21PM	Approved
Final Approval	Irfan Qureshi	07/29/2022 02:21PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	07/29/2022 04:00PM	Approved
DCE Compliance Approval	Robert Cleary	07/29/2022 04:00PM	Approved
Vertical DCE Approval	Arthur Walsh	08/09/2022 09:20AM	Approved
Final Approval	Arthur Walsh	08/09/2022 09:20AM	Approved
Legislative Affairs Review			
Final Approval	Renee Reddy	08/31/2022 11:58AM	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

Additional Info

Notes	Created By	Created On
PROJECT #97103 SUBJ: 00002, INSUM SOLUTIONS CORP.	RTORLA	07/15/2022 02:58 PM

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE COUNTY DEPARTMENT OF INFORMATION
TECHNOLOGY, AND INSUM SOLUTIONS CORP.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Insum Solutions Corp. for Oracle APEX consulting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Insum Solutions Corp.

Amendment #2

THIS AMENDMENT (together with the schedules, appendices, attachments, and exhibits, if any, this "Amendment") dated as of the date this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Insum Solutions Corp., having its principal office at 46 Beekman Street, Plattsburgh, NY 12901 (the "Contractor").

WHEREAS, pursuant to County contract number CFIT19000003 between the County and the Contractor, executed on behalf of the County on March 4, 2020, as amended by amendment 1, CLIT21000001, executed on behalf of the County on June 16, 2021 (collectively, the "Original Agreement"), the Contractor performs Oracle APEX Consulting Services for the Department, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement is from March 4, 2020 to March 3, 2023, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services provided under the Original Agreement is One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Agreement to increase the Maximum Amount.

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

1. Maximum Amount: The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Two Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00).
2. Partial Encumbrance: The Contractor understands that an additional Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) is being encumbered at this time. The Contractor is cautioned not to perform Services that would cause billings to exceed the amount of encumbered funds. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this Amended Agreement by the Nassau County Comptroller.

3. Full Force and Effect: All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the remainder of the Term.

[Remainder of Page Intentionally Left Blank.]

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

INSUM SOLUTIONS CORP.

Name: *Jgh*
Title: *Sr. Director - Bus. Development*
Date: *June 10, 2022*
By: *Christopher Jackson*

NASSAU COUNTY

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

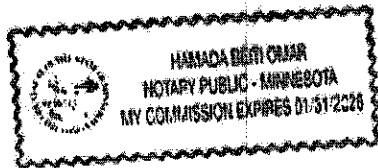
PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ MINNESOTA

) ss.:
COUNTY OF ~~NASSAU~~ HENNEPIN

On the 10 day of June in the year 2022 before me personally came Christopher A
to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of
Jackson; that he or she is the S. Director of Business Development, the
corporation described herein and which executed the above instrument; and that he or she signed his or her name
thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



State of MN County of Hennepin
Subscribed and sworn before me on 6/10/2022
Hamada
(Notary Signature) (Date)

STATE OF NEW YORK)

) ss.:
COUNTY OF NASSAU)

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

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: Insum Solutions Corp.

2. Amount requiring NIFA approval: \$750,000.00

Amount to be encumbered: \$500,000.00

Slip Type: Amendment

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

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

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

3. Contract Term: 04/01/2022 to 03/03/2023

Has work or services on this contract commenced? Yes

If yes, please explain: This vendor has been providing services to the county since 2019. The consultants in place continue to work

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	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:

Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool. Ratification of this Amendment will increase the "Maximum Amount" of \$1,500,000 by an additional \$750,000, thereby making the contract "maximum amount" to be paid under this contract, \$2,250,000.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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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

07/29/2022

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

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

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

CONTRACTOR NAME: Insum Solutions Corp

CONTRACTOR ADDRESS: 46 Beekman Street, Platsburgh, NY 11501

FEDERAL TAX ID #: 42-1776423

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

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

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

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

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

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

The contract was originally executed by Nassau County on March 4, 2020 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after RFP #IT0829-1629, was issued on 9/26/16. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and by publication on the County website. Proposals were due on 10/28/16. Four(4), proposals were received and evaluated. The evaluation committee consisted of five(5) staff, Keith Hill (IT), Al Perez (IT), Simay Alpogel(IT), Steve Barry (IT) and Mark Doxey(Comptroller). proposals were scored and ranked. As a result the highest-ranking proposer was selected. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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


Department Head Signature

6/27/22
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Charles Brochu [CBROCHU@INSUM.CA]

Dated: 06/21/2022 10:44:48 AM

Vendor: Insum Solutions Corp.

Title: Vice-President and Senior VP, Administration



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None. Not registered as a lobbyist.

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

None. Not registered as a lobbyist.

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

None. Not registered as a lobbyist.

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

None. Not registered as a lobbyist.

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Charles Brochu [CBROCHU@INSUM.CA]

Dated: 06/21/2022 10:44:06 AM

Vendor: Insum Solutions Corp.

Title: Vice President and Senior VP,
Administration

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.

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Mikael THEPAUT
 Date of birth: 16/06/1976
 Home address: 6 Mandeville Place, Flat 3
 City: London State/Province/Territory: _____ Zip/Postal Code: W1U2BQ
 Country: UK

Business Address: 28 Lime Street
 City: London State/Province/Territory: _____ Zip/Postal Code: EC3M 7HR
 Country: UK
 Telephone: +44 20 3405 0105

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other) X	Director - start date: November 15, 2021		

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.

Yes, officer of other Talan subsidiaries: Talan Corporate, Talan SAS, Talan Consulting, Keyon by Talan, Talan Labs, Talan Solutions, K9G, Talan Consulting UK, Business Data Partners Holding, Business Data Partners Ltd., Talan Luxembourg,

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, Mikael THEPAUT, 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, Mikael THEPAUT, 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.

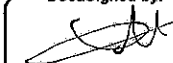
CERTIFICATION

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.

Insum Solutions Corp.

Name of submitting business

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

DocuSigned by:

C5BD41BE6B6904B8...

Mikael Thepaut, director of Insum Solutions Corp.

Title

22-Jun-22 | 11:09 PDT

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Mehdi Houas
 Date of birth: 09/11/1959
 Home address: 13 avenue de la Bourdonnais
 City: Paris State/Province/Territory: _____ Zip/Postal Code: 75007
 Country: France

Business Address: 19-21 rue Dumont d'Urville
 City: Paris State/Province/Territory: _____ Zip/Postal Code: 75016
 Country: France
 Telephone: +33 1 42 97 96 96

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other) X	Director - start date: November 15, 2021		

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.

Yes, officer of other Talan subsidiaries: Talan Corporate, Talan SAS, Talan Consulting, Keyon by Talan, Talan Labs, Talan Solutions, K9G, Talan Consulting UK, Business Data Partners Holding, Business Data Partners Ltd., Talan SA, Talan Tunisie SARL, Talan Canada Inc, Talan Conseils Canada, Talan Consulting Espana, MFBH and Talan USA LLC

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, Mehdi HOUAS, 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, Mehdi HOUAS, 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.

Insum Solutions Corp.

Name of submitting business

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

DocuSigned by:
Mehdi Houas
E737260F548D45E...

Mehdi Houas, director of Insum Solutions Corp.

Title

22-juin-22 | 02:27 PDT

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Philippe CASSOULAT
 Date of birth: 08/02/1964
 Home address: 41 avenue de la Bourdonnais
 City: Paris State/Province/Territory: _____ Zip/Postal Code: 75007
 Country: France

Business Address: 19-21 rue Dumont d'Urville
 City: Paris State/Province/Territory: _____ Zip/Postal Code: 75016
 Country: France
 Telephone: +33 1 42 97 96 96

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other) X	Director - start date: November 15, 2021		

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.

Yes, officer of other Talan subsidiaries: Talan Corporate, Talan SAS, Talan Consulting, Keyon by Talan, Talan Labs, Talan Solutions, K9G, Talan Consulting UK, Business Data Partners Holding, Business Data Partners Ltd., Talan SA, Talan Tunisie SARL, Talan Canada Inc, Talan Conseils Canada, Talan Consulting Espana, PCA Conseil and Talan USA LL

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

CERTIFICATION

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Insum Solutions Corp.

Name of submitting business

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

DocuSigned by:
Philippe Cassoulat
521DCCF7BE42484...

Philippe Cassoulat, director of Insum Solutions Corp.

Title

22-juin-22 | 05:29 PDT

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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1. Principal Name: Jean-Francois D'AMOUR
Date of birth: 05/10/1969
Home address: 1305 Maris-Victorin
City: La Prairie State/Province/Territory: QC Zip/Postal Code: J5R 1C8
Country: CA

Business Address: 388 Saint-Jacques Street , suite 100
City: Montreal State/Province/Territory: QC Zip/Postal Code: H2Y 1S1
Country: CA
Telephone: 514-387-1670

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	General Manager	11/15/2021

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.

Insum Solutions Inc
Talan Conseils Canada Inc
Talan Canada Inc
Planaxis Inc

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

YES ☐ NO ☒ If Yes, provide details.

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

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- 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.

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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, Jean-Francois D'AMOUR , 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, Jean-Francois D'AMOUR , 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.

Insum Solutions Corp

Name of submitting business

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

Jean-Francois D'AMOUR [JEAN-FRANCOIS.DAMOUR@TALAN.COM]

General Manager

Title

06/21/2022 09:49:27 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: CHRISTOPHE CASTELLANI
Date of birth: 03/29/1969
Home address: 644 AVENUE GROSVENOR
City: WESTMOUNT State/Province/Territory: QC Zip/Postal Code: H3Y 2S8
Country: CA

Business Address: 388 rue Saint-Jacques Suite 100
City: Montreal State/Province/Territory: QC Zip/Postal Code: H2Y 1S1
Country: CA
Telephone: 4385254663

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>11/15/2021</u>		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

TALAN LLC

TALAN CONSEILS CANADA INC
TALAN CANADA INC
INSUM SOLUTIONS INC
LESCA CONSEILS INC

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9. a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Christophe Castellani , 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, Christophe Castellani , 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.

INSUM SOLUTIONS CORP

Name of submitting business

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

CHRISTOPHE CASTELLANI [CHRISTOPHE.CASTELLANI@TALAN.COM]

VICE PRESIDENT

Title

06/21/2022 08:45:57 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michel St-Amour
Date of birth: 08/11/1959
Home address: 10205 rue Laverdure
City: Montreal State/Province/Territory: QC Zip/Postal Code: H3L 2L2
Country: CA

Business Address: 388 rue Saint-Jacques, Suite 100
City: Montreal State/Province/Territory: QC Zip/Postal Code: H2Y 1S1
Country: CA
Telephone: (514) 387-1670

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

List of other addresses and telephone numbers attached

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

President	<u>08/01/2013</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>08/01/2013</u>	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.

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.

Insum Solutions Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9. a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Michel St-Amour , 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, Michel St-Amour , 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.

Insum Solutions Corp.

Name of submitting business

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

Michel St-Amour [MSTAMOUR@INSUM.CA]

President and CEO

Title

06/21/2022 11:54:54 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Francis Mignault
Date of birth: 09/15/1967
Home address: 42 Birch
City: Gore State/Province/Territory: QC Zip/Postal Code: J0V 1K0
Country: CA

Business Address: 388 rue St-Jacques , suite 100
City: Montreal State/Province/Territory: QC Zip/Postal Code: H2Y 1S1
Country: CA
Telephone: (866) 887-1670

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	General Manager	11/15/2021

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.

Company Names: Datamig Informatique Inc., Insum Solutions inc

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9. a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Francis Mignault , 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, Francis Mignault , 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.

Insum Solutions Corp

Name of submitting business

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

Francis Mignault [FMIGNAULT@INSUM.CA]

General Manager

Title

06/02/2022 01:24:58 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Charles Brochu
Date of birth: 10/25/1965
Home address: 62 avenue Beloeil
City: Montreal State/Province/Territory: QC Zip/Postal Code: H2V 2Z2
Country: CA

Business Address: 388 rue Saint-Jacques, Suite 100
City: Montreal State/Province/Territory: QC Zip/Postal Code: H2Y 1S1
Country: CA
Telephone: 514-606-6258

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>11/15/2021</u>		
(Other)			

Type	Description	Start Date
Other	Senior VP, Administration	05/03/2021

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.

Insum Solutions Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9. a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

No principal questionnaires have been selected.

I, Charles Brochu 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."

Charles Brochu CBROCHU@INSUM.CA

Name

Vice-President and Senior VP, Administration

Title

Insum Solutions Corp.

Name of Submitting Entity

06/21/2022 11:01:24 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michelle Skamene
Date of birth: 07/31/1970
Home address: 2230 Iroquois
City: Montreal State/Province/Territory: QC Zip/Postal Code: H3P2S5
Country: CA

Business Address: 388 rue St Jacques #100
City: Montreal State/Province/Territory: QC Zip/Postal Code: H2Y 1S1
Country: CA
Telephone: 5143881670

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Senior VP	05/03/2021

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.

Laureston Solutions Inc, Cachelle Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9. a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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Insum Solutions Corp.

Name of submitting business

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

Michelle Skamene

Senior VP

Title

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Christopher Jackson
Date of birth: 05/29/1970
Home address: 3020 Garfield St
City: Minneapolis State/Province/Territory: MN Zip/Postal Code: 55418
Country: US

Business Address: Insum Solutions Corp.
City: 46 Beekman St. State/Province/Territory: NY Zip/Postal Code: 12901
Country: US
Telephone: 6513439037

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Senior Director - Sales and Business Development	05/03/2021

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, Christopher Jackson , 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, Christopher Jackson , 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.

Insum Solutions Corp.

Name of submitting business

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

Christopher Jackson [CJACKSON@INSUM.CA]

Senior Director - Sales and Business Development

Title

06/21/2022 05:41:14 PM

Date

Business History Form

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

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

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

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

Date: 06/01/2022

1) Proposer's Legal Name: Insum Solutions Corp

2) Address of Place of Business: 46 Beekman Street

City: Plattsburgh State/Province/Territory: NY Zip/Postal Code: 12901

Country: US

3) Mailing Address (if different): P.O. Box 677

City: Plattsburgh State/Province/Territory: NY Zip/Postal Code: 12901

Country: US

Phone: (866) 887-1670

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

4) Dun and Bradstreet number: 241013098

5) Federal I.D. Number: 42-1776423

6) The proposer is a: Corporation (Describe) _____

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☒ NO ☐ If yes, please provide details:

Controlled by Talan LLC (100%). Affiliated with Insum Solutions Inc (Canadian Corporation)

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

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

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

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

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

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

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

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

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

- 17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

No conflict exists. Insum promotes a culture of transparency and honesty with its employees and partners. If required by the County, Insum could adopt a formal procedure requiring all employees to certify that no activity has been undertaken, and that no relationship exists, that might give rise to a conflict of interest, or even the appearance of a conflict of interest with the County.

- 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;

08/01/2013

- 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.

100% of shares owned by:

Talan LLC

33 Irving Pl 3rd floor

New York NY 10003

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

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

Insum Solutions Corp.

Mikael Thepaut - Director

Address: 6 Mandeville Place London W1U2BQ United Kingdom

Mehdi Houas - Director

Address: 13 avenue de la Bourdonnais Paris 75007 France

Philippe Cassoulat - Director

Address: 41 avenue de la Bourdonnais Paris 75007 France

Jean-François D'Amour - General Manager

Address: 1305 route Marie-Victorin La Prairie J5R1C8 QC Canada

Christophe Castellani - Vice-President

Address: 644 avenue Grosvenor Westmount H3Y 2S8 QC Canada

Michel St-Amour - President and CEO

Address: 10205 Laverdure, Montreal H3L 2L2 QC Canada

Francis Mignault - CTO and Vice-President
Address: 42 Birch, Gore, J0V 1K0 QC Canada

Charles Brochu - Senior VP, Administration
Address: 62 Ave. Beloeil Montreal H2V 2Z2 QC Canada

Michelle Skamene - Senior VP
Address: 2230 Chemin Iroquois, Mont Royal, H3P2S5 QC Canada

Christopher Jackson - Sr Director Sales and Business Development
Address: 3020 Garfield St. Minneapolis MN 55418

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

32

vi) Annual revenue of firm;

8500000

vii) Summary of relevant accomplishments

- a. Founded in 2002 as an organization dedicated to Oracle business solutions
- b. near 100 employees located in Canada, the United States of America and Peru.
- c. More than 17 years of experience in Oracle APEX projects
- d. Largest consulting firm in Oracle APEX in North America
- e. Excellence Center dedicated to APEX, with a strong commitment to APEX innovation
- f. More than 700 projects completed for North American and worldwide clients.
- g. ISO9001 certified

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

3 File(s) Uploaded: 1.2.5.10_New York_Withholding Tax_2016-04.pdf, 1.2.5.19_Certificate NY.pdf,
1.2.5.9_New York_Business Registration Filing_2016-06.pdf

B. Indicate number of years in business.

9

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

The proposal submitted in the course of the RFP contains all appropriate and helpful information to demonstrate Insum's capacity and reliability to perform Oracle APEX Consulting Services. Insum is the leader in the Oracle APEX technology.

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 Ohio Technology Consortium

Contact Person Jeff Smith Director, Shared Infrastructure

Address 1224 Kineear Road

City Columbus

State/Province/Territory OH

Country	US
Telephone	(614) 292-8106
Fax #	
E-Mail Address	jsmith@oh-tech.org

Company	Cayman Island Government		
Contact Person	Shelly Newland Ebanks, Manager ? Labour Market Information System		
Address	133 Elgin Avenue, 1-9000		
City	Grand Cayman	State/Province/Territory	
Country	KY		
Telephone	(345) 244-5763		
Fax #			
E-Mail Address	shelly.newland@gov.ky.com		

Company	Stanford University		
Contact Person	Bhavana Tirukovallurui		
Address	3145 Porter Dr		
City	Palo Alto	State/Province/Territory	CA
Country	US		
Telephone	(781) 366-4289		
Fax #			
E-Mail Address	bhavanat@stanford.edu		

I, Charles Brochu , 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, Charles Brochu , 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: Insum Solutions Corp.

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

Charles Brochu [CBROCHU@INSUM.CA]

Senior VP, Administration

Title

06/21/2022 11:00:31 AM

Date



Plattsburg, June 3, 2022

NASSAU COUNTY
State of New-York
Attention: Ms Rosemarie Torla
240 Old Country Rd.
Mineola NY 11501

SUBJECT: Change of ownership of Insum Solutions Corp.

Dear Ms Torla,

As discussed, we hereby confirm that on November 15th, 2021, all shares outstanding of Insum Solutions Corp. were acquired by Talan LLC, a Delaware limited liability company specializing in digital innovation and transformation.

Other than the change in ownership, there is no change in the legal structure, the management team nor to the operations of Insum Solutions Corp. As such, all contractual documents will continue to be signed by Insum Solutions Corp.

Please feel free to contact us should you have any questions or concerns.

Yours Truly,

Charles Brochu

Charles Brochu
Sr VP, Administration

46 Beekman St., Plattsburgh, NY 12901
T 1.866.887.1670 F 514.387.0335
info@insum.ca www.insum.ca

**UNANIMOUS JOINT WRITTEN CONSENT ACTION
OF THE BOARD OF DIRECTORS
OF
INSUM SOLUTIONS CORP.**

November 15, 2021

The undersigned, being all of the members of the Board of Directors (the "Board") of Insum Solutions Corp., a Delaware corporation (the "Company"), do hereby adopt the following resolutions by written consent pursuant to Section 141(f) of the Delaware General Corporate Law, effective as of the date first written above, with such resolutions to have the same force and effect as if they had been adopted at a duly convened meeting.

1. Waiver of Notice.

RESOLVED, that any and all notice to take any action in adopting the following resolutions be, and it hereby is, waived by the undersigned.

2. Election of Directors.

WHEREAS, the sole shareholder of the Company, Talan, LLC (the "Shareholder"), appointed the undersigned to serve as the Board by written consent as of the date hereof, immediately preceding these resolutions; and

WHEREAS, the Board deems it advisable and in the best interests of the Company and the Shareholder to appoint the following officers of the Company (the "Authorized Representatives") to serve in the capacities set forth below opposite each of their names.

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and each hereby is, appointed as an officer of the Company in the capacities so indicated, to serve in such capacity until his or her successor shall have been duly appointed and qualified or until his or her prior death, resignation or removal:

Michel St-Amour	President
Francis Mignault	Vice President
Charles Brochu	Vice President
Christophe Castellani	Vice President
Jean-Francois D'Amour	General Manager

FURTHER RESOLVED, that, following the foregoing appointments, the preceding persons, in the capacities so indicated, constitute all of the appointed officers of the Company, unless and until their respective successor shall have been duly appointed and qualified or until his or her prior death, resignation or removal.

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the officers of the Company or by any one of them (or any of their designees), consistent with the intent

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and purpose of the foregoing resolutions, are hereby authorized, ratified and approved in all respects by and on behalf of the Company.

3. General Authority; Ratification of Prior Acts.

RESOLVED, that the Authorized Representatives be, and each of them hereby is, authorized and empowered, for and on behalf of the Company, to take or cause to be taken all such action and to execute or cause to be executed all such certificates, instruments, agreements and other documents as the Authorized Representatives, or any one of them, may deem necessary or desirable to carry out the provisions of the foregoing resolutions, with the taking of any such action being conclusive evidence of the authority of such Authorized Representative.

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken or caused to be taken by the officers, agents and representatives of the Company, or any one of them, consistent with the tenor and purport of the foregoing resolutions, are hereby ratified, confirmed and approved in all respects for and on behalf of the Company.

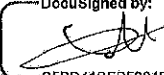
.

This Unanimous Joint Written Consent Action of the Board of Directors may be executed in one or more counterparts, which together shall constitute one and the same document, and may be transmitted via an email PDF file that, when so executed and delivered, shall be deemed an original Unanimous Joint Written Consent Action of the the Board of Directors.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Joint Written Consent Action of the Board of Directors as of the date first written above.

BOARD OF DIRECTORS:

DocuSigned by:

C5BD448E95094B8...

Mikael Thepaut

DocuSigned by:

5737200F548D45E...

Mehdi Houas

DocuSigned by:

524DCCF78E42404...

Philippe Cassoulat

[Signature page to Unanimous Joint Written Consent Action of the Board of Directors – Insum Solutions Corp.]

**WRITTEN CONSENT ACTION
OF THE SOLE SHAREHOLDER**

OF

INSUM SOLUTIONS CORP.

November 15, 2021

The undersigned, being the sole shareholder (the "Shareholder") of Insum Solutions Corp., a Delaware corporation (the "Company"), does hereby adopt the following resolutions by written consent pursuant to Section 228 of the Delaware General Corporate Law, effective as of the date first written above, with such resolutions to have the same force and effect as if they had been adopted at a duly convened meeting.

1. Waiver of Notice.

RESOLVED, that any and all notice to take any action in adopting the following resolutions be, and it hereby is, waived by the undersigned.

2. Election of Directors.

WHEREAS, as a result of and pursuant to that certain Share Purchase and Contribution Agreement, dated as of the date hereof, by and among the Shareholder, 9563857 Canada Inc., the Shareholders party thereto, Talan SAS, and the Company, the Shareholder became the sole shareholder of the Company;

WHEREAS, as of the date hereof, Anton Nielsen, Francis Mignault, Michel St-Amour, Patrick Bonneville and Roger Leblanc have resigned as directors of the Company; and

WHEREAS, the Shareholder deems it advisable and in the best interests of the Company to elect the following individuals to serve as directors of the Company (the "Directors").

NOW, THEREFORE, BE IT RESOLVED, that each of Mikael Thepaut, Mehdi Houas, and Philippe Cassoulat be, and each hereby is, elected as a director of the Company, to serve in such capacity until his or her successor shall have been duly appointed and qualified or until his or her prior death, resignation or removal, such that, after giving effect to such appointments, the members of the Board shall consist solely of the foregoing individuals.

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Directors or by any one of them (or any of their designees), consistent with the intent and purpose of the foregoing resolutions are hereby authorized, ratified and approved in all respects by and on behalf of the Company.

3. General Authority; Ratification of Prior Acts.

RESOLVED, that the Directors, and each of them hereby is, authorized and empowered, for and on behalf of the Company, to take or cause to be taken all such action and to execute or cause to be executed all such certificates, instruments, agreements and other documents as the Directors, or any one of them, may deem necessary or desirable to carry out the provisions of the

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Error! Unknown document property name.

foregoing resolutions, with the taking of any such action being conclusive evidence of the authority of such Director.

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken or caused to be taken by the officers, agents and representatives of the Company, or any one of them, consistent with the tenor and purport of the foregoing resolutions, are hereby ratified, confirmed and approved in all respects for and on behalf of the Company.

• • • • •

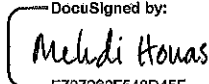
This Written Consent Action of the Sole Shareholder may be executed in one or more counterparts, which together shall constitute one and the same document, and may be transmitted via an email PDF file that, when so executed and delivered, shall be deemed an original Written Consent Action of the Sole Shareholder.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent Action of the Sole Shareholder as of the date first written above.

SHAREHOLDER:

TALAN, LLC

By:  DocuSigned by:
Name: Mehdi HOUAS
Title: Chairman of the TALAN GROUP

[Signature page to Written Consent Action of the Sole Shareholder – Insum Solutions Corp.]

NEW YORK STATE DEPARTMENT OF STATE
Division of Corporations, State Records and UCC
One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231

TO: CHRISTOPHER J. LEFF, ESQ.
PAUL FRANK + COLLINS P.C.
ONE CHURCH STREET, PO BOX 1307
BURLINGTON VT 05402-1307

160603000471

FILING RECEIPT

=====

ENTITY NAME: INSUM SOLUTIONS CORP.

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOREIGN BUS)

COUNTY: CLIN

=====

FILED:06/03/2016 DURATION:PERPETUAL CASH#:160603000492 FILM #:160603000471
DOS ID:4957476

FILER:

EXIST DATE

CHRISTOPHER J. LEFF, ESQ.
PAUL FRANK + COLLINS P.C.
ONE CHURCH STREET, PO BOX 1307
BURLINGTON, VT 05402-1307

06/03/2016

ADDRESS FOR PROCESS:

PAUL + COLLINS P.C.
ATTN: CHRISTOPHER J. LEFF, ESQ
BURLINGTON, VT 05402-1307

PO BOX 1307

REGISTERED AGENT:



The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00

FEES 260.00

FILING 225.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 260.00

CASH 0.00
CHECK 0.00
CHARGE 260.00
DRAWDOWN 0.00
OPAL 0.00
REFUND 0.00

=====

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on June 6, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

160603000471

New York State Department of State

Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.ny.gov

**APPLICATION FOR AUTHORITY
OF**

Insum Solutions Corp.

Under Section 1304 of the Business Corporation Law

FIRST: The name of the corporation is Insum Solutions Corp.

SECOND: The jurisdiction in which the corporation was organized is Delaware. The date of its incorporation is August 1, 2013.

THIRD: This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in 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.

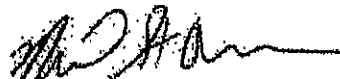
FOURTH: The county within this state in which the office of the corporation is to be located is Clinton County.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

Paul Frank + Collins P.C.
Attn: Christopher J. Leff, Esq.
PO Box 1307
Burlington, VT 05402-1307

SIXTH: The foreign corporation has not since its incorporation, or since the date its authority to do business in New York was last surrendered, engaged in any activity in this state.

INSUM SOLUTIONS CORP.



By: _____
Michel St-Amour, President

160603000471

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "INSUM SOLUTIONS CORP." IS DULY
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD
STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS
OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF JUNE, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE
BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE
BEEN PAID TO DATE.



5374311 8300

SR# 20164271955

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202423499

Date: 06-02-16

471

**APPLICATION FOR AUTHORITY
OF**

Insum Solutions Corp.

Under Section 1304 of the Business Corporation Law

Filed by: Christopher J. Leff, Esq.
Paul Frank + Collins P.C.
One Church Street, PO Box 1307
Burlington, VT 05402-1307

6732710_1:11285-00017

FILED

2016 JUN -3 PM 2:50

RECEIVED

2016 JUN -3 PM 12:08

ICC
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUN 03 2016
TAX \$ _____
BY: pe

492



**New York State Department of
Taxation and Finance**

Office of Processing and Taxpayer Services
W A Harriman Campus
Albany NY 12227

Date: 2/4/2016

Account Verification Notice: New York State Withholding Tax

INSUM SOLUTIONS CORP
JEAN-FRANCOIS DOYLE-BUREAU 545
35 RUE PORT-ROYAL EST.
MONTREAL QC H3L-3T1
CANADA

Dear Employer:

A New York State withholding tax account for the above-named entity has been opened
(or reactivated) with identification number 421776423 8.
If corrections are necessary, return this form as soon as possible to:

NYS TAX DEPARTMENT
WT ACCOUNT RESOLUTION UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227

Changes in account information

Identification number

Mailing address

Physical address

Paid preparer address

c/o:

Contact person: _____

Daytime phone: (____) _____

Enclosed are forms and information that may be useful to a new employer.

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Text Telephone (TTY) Hotline for persons with hearing and speech disabilities using a TTY: if you have access to a TTY, contact us at (518) 485-5082. If you do not own a TTY, check with independent living centers or community action programs to find out where machines are available for public use.



Telephone assistance

Withholding Tax Information Center: (518) 485-6654

To order forms and publications: (518) 457-5431



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

COUNTY OF NASSAU

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

1. Name of the Entity: Insum Solutions Corp.

Address: 46 Beekman St.

City: Plattsburgh State/Province/Territory: NY Zip/Postal Code: 12901

Country: US

2. Entity's Vendor Identification Number: 42-1776423

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):

1 File(s) uploaded Q4 - Vendor Disclosure Form_v2.docx

No principals have been attached to this form.

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

If none, explain.

100% of shares owned by:

Talan LLC

33 Irving Pl 3rd floor

New York NY 10003

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

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

Talan LLC - Parent Company

Insum Solutions Inc. - Sister Corporation

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

No lobbyist

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

No lobbyist. Not applicable.

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

No lobbyist. Not applicable.

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:

Charles Brochu [CBROCHU@INSUM.CA]

Dated: 06/21/2022 10:50:43 AM

Title: Vice President and Senior VP, Administration

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.

CSIO**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS

Nassau County

1550 Franklin Avenue

Mineola

NY

POSTAL
CODE

11501

2. INSURED'S FULL NAME AND MAILING ADDRESS

Insum Solutions Inc., 9563857 Canada Inc. & Insum Corp.

388 St-Jacques, suite 100

Montréal

Quebec

POSTAL
CODE

H2Y 1S1

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Center of expertise and innovation in specialized Oracle databases or APEX development tool.

//Insurance limits shown on this certificate are in US currency// The Additional Insured clause applies to the Commercial General Liability only.

4. COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	Travelers Canada - TRV0369206	2022/03/31	2023/03/31	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE - EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE <input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY POLLUTION LIABILITY EXTENSION	\$1,000	\$5,000,000 \$2,000,000 \$2,000,000 \$2,000,000 \$25,000 \$1,000
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Travelers Canada - TRV0369206	2022/03/31	2023/03/31	NON OWNED AUTOMOBILE		\$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE AGGREGATE		
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> Professional Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2022/03/31	2023/03/31	Annual Aggregate		\$3,000,000
<input checked="" type="checkbox"/> Professional Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2022/03/31	2023/03/31	Errors & Omissions / per claim	\$10,000	\$3,000,000
<input checked="" type="checkbox"/> Cyber Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2022/03/31	2023/03/31	Cyber Liability / per claim	\$10,000	\$3,000,000

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS

Deslauriers & Associés Inc. (Laval)

220-225 promenade du Centropolis

Laval

QC

POSTAL
CODE

H7T 0B3

BROKER CLIENT ID: 80374

7. ADDITIONAL INSURED NAME AND MAILING ADDRESS

(but only with respect to the operations of the Named Insured)

Nassau County

1550 Franklin Avenue

Mineola

NY

POSTAL
CODE

11501

8. CERTIFICATE AUTHORIZATION

ISSUER Deslauriers & Associés Inc. (Laval)

AUTHORIZED REPRESENTATIVE Isabelle Jolicoeur

SIGNATURE OF
AUTHORIZED REPRESENTATIVE

CONTACT NUMBER(S)

TYPE Téléphone NO. (450) 661-1653 x3358 TYPE Télécopieur NO. (450) 661-1432
TYPE NO. TYPE NO.

DATE 28 March 2022

EMAIL ADDRESS jjolicoeur@d-a.ca



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2022

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 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 AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	CONTACT NAME:	
	PHONE (800) 524-7024 (A/C, No, Ext):	FAX (800) 524-4013 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire and Its P&C Affiliates	
	INSURER B:	
INSURED INSUM SOLUTIONS CORP PO BOX 877 PLATTSBURGH NY 12901-0677	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC# 00914	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
A	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"/>	N/A	76 WBG AB6KWD	08/04/2021	08/04/2022	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER Nassau County Government 240 OLD COUNTRY RD MINEOLA NY 11501	CANCELLATION 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 <i>Susan L. Castaneda</i>
---	---

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 2, 2022

Nassau County
Christopher L. Nolan
1 WEST ST STE 324
MINEOLA NY 11501

Account Information:

Policy Holder Details :	INSUM SOLUTIONS CORP
-------------------------	----------------------



Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2022

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 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 AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	CONTACT NAME:	
	PHONE (800) 524-7024 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire and Its P&C Affiliates	
INSURED INSUM SOLUTIONS CORP PO BOX 677 PLATTSBURGH NY 12901-0677	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC# 00914	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			76 WBG AB6KWD	08/04/2022	08/04/2023	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$1,000,000 \$1,000,000 \$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Nassau County
Christopher L. Nolan
1 WEST ST STE 324
MINEOLA NY 11501

CANCELLATION

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

Susan L. Castaneda

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E-212-19

Original Contract

NIFS ID: CFIT19000003

Department: Information Technology

Capital: X

SERVICE: APEX Consulting

Contract ID #: CFIT19000003

NIFS Entry Date: 26-JUL-19

Term: from to

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Iusum Solutions Corp.	Vendor ID#: 421776423-01
Address: 46 Beekman Street	Contact Person: Charles Brochu
Plattsburgh, NY 12901	
	Phone: 514-387-1670 x 266

Department:	
Contact Name: Nancy Stanton ***Final Complete, Contract to Caresse Capolongo***	
Address: 240 Old Country Rd.	
Mincola, NY 11501	
Phone: 516-571-4311	

2019 NOV 26 4:11:41
MASSACHUSETTS
COUNTY

Routing Slip

Department	NIFS Entry: X	29-JUL-19 -- CCAPOLONGO
Department	NIFS Approval: X	29-JUL-19 -- NSTANTON
DPW	Capital Fund Approved: X	07-AUG-19 -- CYANSICK
OMB	NIFA Approval: X	17-SEP-19 -- IQURESHI
OMB	NIFS Approval: X	29-JUL-19 -- SDEWS
County Atty.	Insurance Verification: X	29-JUL-19 -- AAMATO
County Atty.	Approval to Form: X	29-JUL-19 -- MMISRA
CPO	Approval: X	30-SEP-19 -- KOHAGENCE
DCEC	Approval: X	30-SEP-19 -- JCHIARA

Dep. CE	Approval: X	18-NOV-19 -- H WILLIAMS
Leg. Affairs	Approval/Review: X	26-NOV-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool

Method of Procurement: RFP# IT0129-1906

Procurement History: The Contract was entered into after a written request for proposals was issued on 1/29/2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and by publication on the County procurement website. Proposals were due on 2/22/2019. Three (3) proposals were received and evaluated. The evaluation committee consisted of five (3) staff: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the of the scoring and ranking, the highest-ranking proposer was selected.

Description of General Provisions: Insum consultants will be required to assist in the following:

- * Elaborate, review and finalize functional business requirements (BRD) into application design and technical requirements.
- * Design data model and develop back-end databases as required.
- * Provide and implement a user-friendly, intuitive, functional and easy to use front-end user interfaces.
- * Design and develop data access processes to load data from various data sources.
- * Generate visually appealing data analysis charts and dashboards
- * Load configuration and historical data into Oracle database
- * Complete technical documentation of design and development of above artefacts where applicable according to the standard of the County. These may include Solution Design Specifications, System Support Documents and other types of documentation as requested by the County.
- * Provide application demos to county stakeholders and progress reports to technical team.
- * Conduct unit and system integration testing; and develop and document test cases in partnership with County staff for user acceptance testing (UAT)
- * Provide deployment scripts to migrate solutions from development environment to production server.
- * Provide training and knowledge transfers to system administrators and county staff so that any future configuration and administration can be performed in-house

Insum shall provide the following deliverables to the County:

- * Expert Oracle APEX consulting and development services as required on a continuous basis during the contract period.
- * Design and develop software solutions that are user friendly, scalable and support the County's requirements on demand and as needed.
- * Hold on-site project kick off meetings.
- * Create and provide weekly status reports, issues log, attend weekly status meetings and other meetings as required

<ul style="list-style-type: none"> * Implementation of new solutions as per requirements in consultation with the County * Integration, Unit, and User Acceptance Testing (UAT) of the proposed solution * Provide any installation, configuration, and implementation work as required to launch the solution on all required platforms such as Development, Staging and Production environment. * Mentor and transfer solution specific knowledge to County staff by including them in the design, development, configuration and deployment related activities throughout the project.
Impact on Funding / Price Analysis: Maximum amount is \$1,500,000. Partial encumbrance of \$500,000. The contract term is for one year from the date of execution, with the option for a two year renewal.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCAPCAP	Revenue		01	PWCAPCAP/97103/00002	\$ 500,000.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:	97103	Capital	\$ 500,000.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 500,000.00		TOTAL	\$ 500,000.00

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

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

1. Vendor: Insum Solutions Corp.

2. Dollar amount requiring NIFA approval: \$1500000

Amount to be encumbered: \$500000

This is a New

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

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

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

3. Contract Term: Upon Execution

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N

Has NIFA approved the borrowing for this contract?

N

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

Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

IQURESHI

17-SEP-19

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.

RULES RESOLUTION NO. 292 - 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF INFORMATION TECHNOLOGY, AND INSUM
SOLUTIONS CORP. ("INSUM")

Approved by the Rules Committee
of the Nassau County Legislature
on 7/10/19
7/10/19
7/10/19
7/10/19
7/10/19
7/10/19
7/10/19
7/10/19
7/10/19
7/10/19

WHEREAS, the County has negotiated a personal services agreement with
Insum in relation to Oracle APEX consulting 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 Insum.

Jack Schairman
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: Insum Solutions Corp.

CONTRACTOR ADDRESS: 46 Beekman Street, Plattsburgh, NY 12901

FEDERAL TAX ID #: 42-1776423

Instructions: Please check the appropriate box ("X") 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
January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement
in Newsday, posting on industry websites, via email to interested parties and by publication on the
County procurement website. Proposals were due on February 22, 2019. Three proposals were
received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT),
and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and
ranking, the highest-ranking proposer was selected.

- ☐ 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.

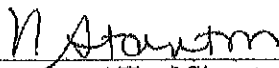
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

7-29-19
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 Department of Information Technology, having its principal office at 240 Old Country Road, Room 608, Mineola NY 11501 (the "Department") and (ii) Insura Solutions Corp, having its principal office at 46 Beekman Street, Plattsburgh, NY 12901 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the Oracle APEX Consulting services for the Department of Information Technology described in this Agreement; and

WHEREAS, the County issued RFP # IT0129-1906 to solicit proposals for Oracle APEX Consulting services (Request for Proposals (RFP) attached as Exhibit D); and

WHEREAS, the County awarded a contract to Insura Solutions Corp on March 13, 2019; 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. This Agreement shall commence on Effective Date and remain in effect for one (1) year, unless sooner terminated in accordance with the provisions of this Agreement. The Department may renew this Agreement under the same terms and conditions for an additional two (2) year period, at the Department's sole discretion.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of Oracle APEX Consulting services pursuant to Exhibit A (the "Services").

3. Payment. (a) (i) 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 the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Maximum Amount"), which shall be payable according to the rate schedule fees in Exhibit B.

(ii) Partial Encumbrance. The Contractor understands that only Five Hundred Thousand Dollars (\$500,000.00) for Services is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this Agreement by the Nassau County Comptroller.

(b) 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").

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

(d) 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.

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, 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.

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

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

8. 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 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 hereby irrevocably transfers, assigns and conveys to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property 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 8 will not be construed as limiting Contractor from performing consulting services similar to the Services or provide 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 8 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 in connection with or produced pursuant to 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.

9. Confidentiality.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, 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. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County. Notwithstanding the foregoing, the following shall not be deemed "Confidential Information": information that: (a) was independently developed by Contractor

without reference to the Confidential Information of the County or any breach of this Agreement; (b) was at the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Contractor; (c) Contractor can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder; or (d) 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) 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.

(c) Non-Disclosure Agreement (NDA). In furtherance of this Section, Contractor may be required to enter into an NDA.

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

(b) Key Personnel

(i) The Contractor acknowledges that the Contractor personnel identified in Exhibit B 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 10 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. 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 ten (10) 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.

11. 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 claims, suits actions or proceedings which may be brought or instituted by a third party against one or more Indemnified Parties resulting from (i) a breach by the Contractor or a Contractor Agent, of applicable laws; or (ii) Contractor's or a Contractor Agent's negligence or willful misconduct 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 by a third party 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 in connection with the investigation of any acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement. Notwithstanding the foregoing, in no event will Contractor be required to take any action that could have the effect of undermining its defense of a claim in action 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 proprietary 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) Limitation of Liability. EXCEPT FOR LIABILITY RESULTING FROM CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY OBLIGATIONS, AND TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL CONTRACTOR'S TOTAL LIABILITY TO THE COUNTY FOR ANY DAMAGES OF ANY KIND OR NATURE, HOWSOEVER ARISING, EXCEED THE GREATER OF TWO (2) TIMES THE VALUE OF THE AGREEMENT OR THE ACTUAL AMOUNT INDEMNIFIED BY THE CONTRACTOR'S INSURER. THIS LIMITATION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY.

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

12. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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.

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

14. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the

Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least 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.

15. 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.

16. 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.

17. Work Performance Liability. The Contractor shall ensure that its Contractor Agents comply with the terms and conditions of this Agreement and the Contractor takes the same liability for its Contractor Agents as for itself hereunder.

18. 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.

19. 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.

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

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

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

(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.

21. 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.

22. Appendices, Exhibits and Attachments.

Conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:

- (i) This document, including County Appendices, EE and L
- (ii) Exhibit A (Scope of Services)
- (iii) Exhibit B (Cost of Services)
- (iv) Contractor's Proposal, including Best and Final Offer (Exhibit C)
- (v) County RFP (Exhibit D)

23. 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.

24. 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).

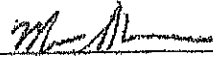
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

25. 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.

INSUM SOLUTIONS CORP.

By: 

Name: Michel St-Amour

Title: President and CEO

Date: 2019/08/16

NASSAU COUNTY

By: 

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 3/4/20

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

ss.:
COUNTY OF NASSAU

Clinton

On the 16 day of June in the year 2019 before me personally came Michel St. Amant to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Montreal, Quebec; that he or she is the President of Insum Solutions Corp., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Weena L. Dibble
NOTARY PUBLIC

WEENA L. DIBBLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01D18011028
Qualified in Clinton County
My Commission Expires 07-27-2022

STATE OF NEW YORK

ss.:
COUNTY OF NASSAU

On the 4 day of March in the year 2020 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC
Sandra J. Vigliotti

LAURA J. VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01V10190782
COMM. EXP. 08/04/2020
COMMISSIONED IN NASS COUNTY



Certified:

NIFS ID:CLIT21000001**Department: Information Technology****Capital:**

SERVICE: APEX Consulting

Contract ID #: CFIT19000003

NIFS Entry Date: 02-MAR-21

Term: from 04-MAR-20 to 03-MAR-23

Amendment #1

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

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

Vendor Info:	
Name: Insum Solutions Corp.	Vendor ID#: 421776423-01
Address: 46 Beekman Street	Contact Person: Charles Brochu
Plattsburgh, NY 12901	
	Phone: 514-387-1670 x 266

Department:
Contact Name: Nancy Stanton ***Final Complete Contract to Caresse Capolongo***
Address: 240 Old Country Rd.
Mineola, NY 11501
Phone: 516-571-4311

Routing Slip

Department	NIFS Entry: X	02-MAR-21 -- CCAPOLONGO
Department	NIFS Approval: X	02-MAR-21 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	08-APR-21 -- IQURESHI
OMB	NIFS Approval: X	24-MAR-21 -- SDEWS
County Atty.	Insurance Verification: X	03-MAR-21 -- AAMATO
County Atty.	Approval to Form: X	03-MAR-21 -- MMISRA
CPO	Approval: X	20-APR-21 -- KOHAGEN

DCEC	Approval: X	21-APR-21 -- JCHIARA
Dep. CE	Approval: X	28-APR-21 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	25-MAY-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy: X	11-JUN-21 -- JSCHOEN
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool. The purpose of this amendment is to exercise the two (2) year renewal option extending the Term for an additional two (2) year period until 3/3/2023.</p>
<p>Method of Procurement: RFP# IT0129-1906</p>
<p>Procurement History: The Contract was entered into after a written request for proposals was issued on January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in <u>_Newsday_</u>, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on <u>_February 22, 2019.</u> <u>_Three_</u> proposals were received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.</p>
<p>Description of General Provisions: Insum consultants will be required to assist in the following:</p> <ul style="list-style-type: none"> * Elaborate, review and finalize functional business requirements (BRD) into application design and technical requirements. * Design data model and develop back-end databases as required. * Provide and implement a user-friendly, intuitive, functional and easy to use front-end user interfaces. * Design and develop data access processes to load data from various data sources. * Generate visually appealing data analysis charts and dashboards * Load configuration and historical data into Oracle database * Complete technical documentation of design and development of above artefacts where applicable according to the standard of the County. These may include Solution Design Specifications, System Support Documents and other types of documentation as requested by the County. * Provide application demos to county stakeholders and progress reports to technical team. * Conduct unit and system integration testing; and develop and document test cases in partnership with County staff for user acceptance testing (UAT) * Provide deployment scripts to migrate solutions from development environment to production server. * Provide training and knowledge transfers to system administrators and county staff so that any future configuration and administration can be performed in-house <p>Insum shall provide the following deliverables to the County:</p> <ul style="list-style-type: none"> * Expert Oracle APEX consulting and development services as required on a continuous basis during the contract period. * Design and develop software solutions that are user friendly, scalable and support the County's requirements on demand and as

needed.

- * Hold on-site project kick off meetings.
- * Create and provide weekly status reports, issues log, attend weekly status meetings and other meetings as required
- * Implementation of new solutions as per requirements in consultation with the County
- * Integration, Unit, and User Acceptance Testing (UAT) of the proposed solution
- * Provide any installation, configuration, and implementation work as required to launch the solution on all required platforms such as Development, Staging and Production environment.
- * Mentor and transfer solution specific knowledge to County staff by including them in the design, development, configuration and deployment related activities throughout the project.

Impact on Funding / Price Analysis: No impact on funding. Contract is renewed for two years to 3/3/2023.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN1000	Revenue		03	ITGEN1000/DE505	\$ 0.01
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.01			\$ 0.00
Object:	DE505	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

Jack Schnitman
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: Insum Solutions Corp.

CONTRACTOR ADDRESS: 46 Beekman Street, Plattsburgh, NY 12901

FEDERAL TAX ID #: 42-1776423

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

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____

[date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

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

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

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

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

The Contract was entered into after a written request for proposals was issued on January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 22, 2019. Three proposals were received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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.
- ☐ . 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.

Joseph Jacarino for Nancy Stanton
Department Head Signature

3-4-2021

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.

Compt. form Pers./Prof. Services Contracts: Rev. 01/18 3

Amendment #1

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Insum Solutions Corp, having its principal office at 46 Beekman Street, Plattsburgh, NY 12901 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CFIT19000003 between the County and the Contractor, executed on behalf of the County on March 4, 2020 (the "Original Agreement"), the Contractor performs the Oracle APEX Consulting services for the Department, which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the term of the Original Agreement is from March 4, 2020 to March 3, 2021 (the "Term"); and

WHEREAS, the Original Contract has two (2) year renewal option under the same terms and conditions at the Department's sole discretion ("Renewal Option"); and

WHEREAS, the Department desires to exercise the Renewal Option in accordance with the terms and conditions set forth herein; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Term Renewal. The County hereby exercises its two (2) year renewal option extending the Term for an additional two (2) year period so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 3, 2023, unless terminated sooner in accordance with the provisions of the Original Agreement.
2. Vendor Code of Ethics. By executing this Agreement, the Permittee hereby certifies and covenants that:
 - (i) The Permittee 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 Permittee'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 Permittee 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 Permittee 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 Permittee is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Permittee has obtained the certifications required by the Vendor Code of Ethics from any sub-contractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

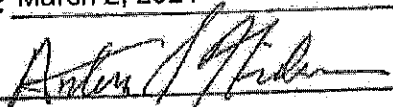
IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

INSUM SOLUTIONS CORP


Name: Anton Nielsen

Title: VP Client Services

Date: March 2, 2021

By: 

NASSAU COUNTY

By: 

Name: Helena Williams

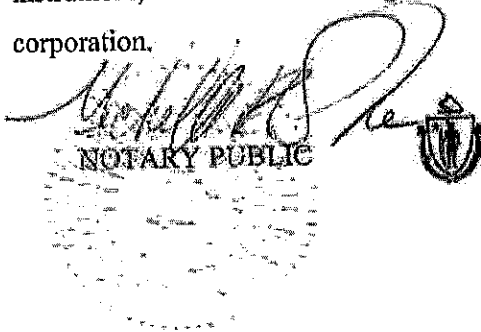
Title: Deputy County Executive

Date: 6/16/21

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

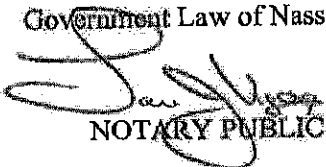
On the 2nd day of MARCH in the year 2021 before me personally came
Anton T. Nielsen to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Plymouth; that he or she is the Director of
IN SUM, the corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto by authority of the board of directors of said
corporation.



MICHELLE R. SHEA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 17, 2026

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 16 day of June in the year 2021 before me personally came
Helena Williams to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of
the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.


NOTARY PUBLIC

