



Certified: --

**E-135-22**

Filed with the Clerk of Legislature  
on November 28, 2022 5:18 PM

**NIFS ID: CLPK22000011**

Capital:

Contract ID #: CQPK20000029-04

NIFS Entry Date: 11/17/2022

**Department: Parks**

Service: Production, Consulting and Sound Equipment for  
Lakeside Theatre

Term: from 11/17/2022 to 09/30/2026

Contract Delayed: X

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

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

Vendor/Municipality Info:	
Name: <b>Rainbow Sound Inc.</b>	ID#: <b>112530747</b>
Main Address: <b>23 Potter Street FARMINGDALE, NY 11735</b>	
Main Contact: <b>Wayne Fairchild</b>	
Main Phone: <b>(631) 752-8869</b>	

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

## Contract Summary

**Purpose:** Amended Payment Section 3 - Amount of Consideration - The maximum amount to be paid to the Contractor under this Agreement to be increased from Twenty-five thousand dollars per year (25,000.00) for Seventy-five thousand dollars (\$75,000.00) per year. The amount of the increase is due to the fact that the County will host higher level performers with national acts that require upgraded sound system needs which is beyond the scope of what we can handle in-house

**Method of Procurement:** RFP PK0318-2015 issued March 18, 2020

**Procurement History:** RFP PK0318-2015 issued March 18, 2020

**Description of General Provisions:** Amended Payment Section 3 - Amount of Consideration - The maximum amount to be paid to the Contractor under this Agreement to be increased from Twenty-five thousand dollars per year (25,000.00) for Seventy-five

thousand dollars (\$75,000.00) per year. The amount of the increase is due to the fact that the County will host higher level performers with national acts that require upgraded sound system needs which is beyond the scope of what we can handle in-house. Cancellations made within 24 hours of the load in time of the vent date no later than 8:00am Eastern time, will incur a 75% charge of the total invoice

Total value of contract, including a two year (2) renewal period if exercised is \$525,000. Partial encumbrance of \$50,000.

**Impact on Funding / Price Analysis:** None - Hotel/Motel Tax Grant Program \$75,000.00 per year

Professional Services

**Change in Contract from Prior Procurement:** n/a

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	97	9700	DE	PKGRT9700	DE500	PKGRT9700 DE500	04	\$50,000.00
Grant Number		PK97						
Grant Detail		22						
TOTAL							\$50,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

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

## Routing Slip

Department			
NIFS Entry	Patti Buffolino	11/17/2022 01:51PM	Approved
NIFS Final Approval	Linda Barker	11/17/2022 01:55PM	Approved
Final Approval	Linda Barker	11/17/2022 01:55PM	Approved
County Attorney			
Approval as to Form	Nick Sarandis	11/17/2022 02:24PM	Approved
RE & Insurance Verification	Nick Sarandis	11/17/2022 02:24PM	Approved
NIFS Approval	Mary Nori	11/23/2022 10:41AM	Approved
Final Approval	Mary Nori	11/23/2022 10:41AM	Approved
OMB			
NIFS Approval	Michael Gaffney	11/17/2022 02:34PM	Approved
NIFA Approval	Irfan Qureshi	11/21/2022 03:31PM	Approved
Final Approval	Irfan Qureshi	11/21/2022 03:31PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	11/23/2022 12:28PM	Approved
DCE Compliance Approval	Robert Cleary	11/23/2022 12:28PM	Approved
Vertical DCE Approval	Arthur Walsh	11/28/2022 11:04AM	Approved
Final Approval	Arthur Walsh	11/28/2022 11:04AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	11/28/2022 04:28PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending

Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO.     – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND RAINBOW SOUND, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Rainbow Sound, Inc. 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 the agreement with Rainbow Sound, Inc.

## AMENDMENT NO. 1

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with any exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation & Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) Rainbow Sound, Inc. New York company, having its principal address at 23 Potter Street, Farmingdale, New York, New York 11735 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to Contract for Services between the County and the Contractor, executed on behalf of the County on June 8, 2021 (the "Original Agreement"), the Contractor provides production, consulting and sound equipment for performance requirements for those productions and/or events requiring such services for various special events held at Nassau County Parks, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from May 1, 2021 through September 30, 2026; and may be renewed upon the same terms and conditions for an additional one (1) two (2) year term on the same terms and conditions as stated in the original contract; and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred Twenty-five Thousand Dollars (\$125,000) for a total of five (5) years (the "Maximum Amount"), not to exceed Twenty-five Thousand Dollars (\$25,000.00) per year; and

WHEREAS, the County and the Contractor desire to amend the Original Agreement;

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

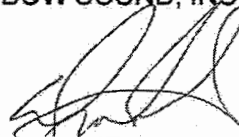
1. Subsection (a) of paragraph three (3) of the Original Agreement shall be amended to read as follows:

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed seventy-five thousand Dollars (\$75,000.00) per year. The total Maximum Amount to be paid under this contract shall not exceed Five-hundred and Twenty-five Thousand (\$525,000.00), including any renewal or extension. The Maximum Amount is inclusive of any and all expenses, including travel. Cancellations made within 24 hours of the load in time of the event date no later than 8:00 AM Eastern Time, will incur a 75% charge of the total invoice.

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

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

RAINBOW SOUND, INC.

By: 

Name: WAYNE FAIRCHILD

Title: CEO

Date: 11/16/22

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 16 day of NOVEMBER in the year 2022 before me personally came WAYNE FRANCHILD 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 CEO of RAINBOW SOUND INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

FADUL BAMBINO  
Notary Public - State of New York  
NO. 018A6175254  
Qualified in Suffolk County  
My Commission Expires Dec 2, 2023

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Rainbow Sound, Inc., a New York company having its principal address at 23 Potter Street, Farmingdale, NY 11735 (the Contractor"). *LIF*

### WITNESSETH:

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

WHEREAS, the Department requires certain technical production service for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals #PK0318-2015, issued on March 18, 2020;

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

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

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

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

1. Term. This Agreement shall commence on May 1, 2021 and shall terminate on September 30, 2026, unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for an additional one (1) two (2) year term on the same terms and conditions as stated herein, subject to the approval of the Department.

2. Services. The services to be provided by the Contractor under this Agreement per Exhibit A, Sound and Backline, shall consist of providing production, consulting and sound equipment per individual performance requirements for those productions and/or events requiring such equipment at Lakeside Theatre ("Lakeside"), Eisenhower Park, and at other park venues for Parks' events as determined by the Department.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) per year of the Agreement, including any renewal or extension. This amount is inclusive of any and all expenses, including travel.

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

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

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

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

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

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

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

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

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

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

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the District shall not offer, give, or agree to give anything of value to any County employee,

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

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

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

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

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau

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

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

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

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

under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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



Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

WALTER GOLDSMITH  
Notary Public, State of New York  
01GO6309457  
Qualified in Queens County 22  
Commission Expires August 20

*Walter Goldsmith*  
8/8/2020

RAINBOW SOUND, INC.

By:

Name: *WHITNEY FARRUCH*

Title: *CEO*

Date: *8/6/20*

*Suffolk*

~~NASSAU~~ COUNTY

By:

Name: *Brian J. Schwader*

Title: *County Executive*

(or) ☐ Chief Deputy County Executive

(or) ☒ Deputy County Executive

Date: *JUNE 8, 2021*

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

Suffolk ss.:  
COUNTY OF NASSAU)

On the 8<sup>th</sup> day of August in the year 2020 before me personally came Wayne Fairchild 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 the CEO of rainbow sound inc. the company/corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said company/corporation.

WALTER GOLDSMITH  
Notary Public, State of New York  
01GO6309457  
Qualified in Queens County  
Commission Expires August 2022

Walter Goldsmith  
NOTARY PUBLIC

STATE OF NEW YORK)

Suffolk ss.:  
COUNTY OF NASSAU)

On the 8 day of June in the year 2021 before me personally came Brian J. Schneider to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau County; that (s)he is the County Executive or Chief Deputy County Executive or ☒ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

Tanya L. Carter  
NOTARY PUBLIC

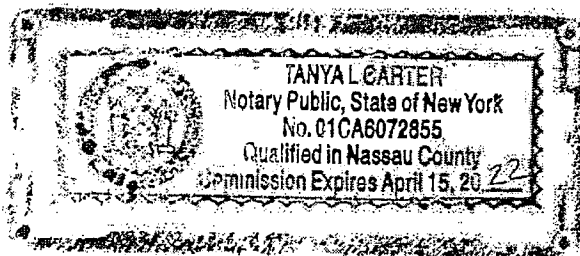


EXHIBIT A  
Services/Price Sheet

	Description	Price
	<b>Amplifiers</b>	
	Crown I-Tech 9000HD	75.00
	Crown XTi 4000 Amplifier	40.00
	Crown XTi 6002 Amplifier	60.00
	Monitor Amp Rack: Amplifiers: 6 - Crown XTi 4000	150.00
	JBL - Vertec Amp Rack: Amplifiers: 4 - Crown I-Tech 9000HD	175.00
	JBL - VRX Amp Rack: Amplifiers: 3 - Crown XTi 6002, 2 - Crown XTi 4000	175.00
	<b>Cable</b>	
	1/4" Cable	5.00
	100' Edison Cable	10.00
	100ft NL4	10.00
	25ft NL4	2.50
	50' Edison Cable	5.00
	50ft NL4	5.00
	25ft Midi Cable	5.00
	XLR Cable	2.00
	<b>Consoles</b>	
	Allen & Heath Mix Wizard - 16 Channel Console	75.00
	Allen & Heath GLD-80 - 32 Channel Digital Console	200.00
	Avid Venue Profile 48 Channel Digital Audio Console with 5 - DSP Effects	550.00
	Avid Venue SC48 48 Channel Digital Audio Console	350.00
	DigiCo SD Rack	250.00
	DigiCo SD10 Digital Console	1,200.00
	Digico SD9 Digital Console	350.00
	Mackie 1402 - 14 Channel Console	50.00
	Mackie SR24 - 24 Channel Console	100.00
	Midas DL 32 - Digital 32 Channel Snake Head	50.00
	Midas M32 - 32 Channel Digital Mixing Console	250.00
	Midas M32 R Digital Console	200.00
	Midas Venice F32 - 32 Channel Console	150.00
	APB-DynaSonics Mixswitch	100.00
	Shure FP31 Portable Field Mixer	75.00
	Shure M267-2 Portable Field Mixer	75.00
	Soundcraft SI Performer 2 - 24ch Digital Console	200.00
	Yamaha CL5 Digital Console with 2 Rio Boxes total I/O 64 x 32	550.00
	Yamaha EMX5014C - 14 Channel Self Powered Console	75.00
	Yamaha EMX5016CF - 16 Channel Self Powered Console	75.00
	Yamaha M7CL - 48 Channel Digital Mixing Console	250.00
	Yamaha MG102 - 10 Channel Console	35.00
	Yamaha MG124 - 12 Channel Console	50.00
	Yamaha PM5D-RH V2.27 48x24	600.00
	<b>Direct Boxes</b>	
	Countryman Active Direct Box	15.00

# Sound Price List

RAINBOWSOUND

23 Potter Street, Farmingdale NY 11735  
631-752-8866 | info@rainbowsound.net  
www.rainbowsound.net

	Description	Price
	<b>Amplifiers</b>	
	Crown I-Tech 9000HD	75.00
	Crown XTi 4000 Amplifier	40.00
	Crown XTi 6002 Amplifier	60.00
	Monitor Amp Rack: Amplifiers: 6 - Crown XTi 4000	150.00
	JBL - Vertec Amp Rack: Amplifiers: 4 - Crown I-Tech 9000HD	175.00
	JBL - VRX Amp Rack: Amplifiers: 3 - Crown XTi 6002, 2 - Crown XTi 4000	175.00
	<b>Cable</b>	
	1/4" Cable	5.00
	100' Edison Cable	10.00
	100ft NL4	10.00
	25ft NL4	2.50
	50' Edison Cable	5.00
	50ft NL4	5.00
	25ft Midi Cable	5.00
	XLR Cable	2.00
	<b>Consoles</b>	
	Allen & Heath Mix Wizard - 16 Channel Console	75.00
	Allen & Heath GLD-80 - 32 Channel Digital Console	200.00
	Avid Venue Profile 48 Channel Digital Audio Console with 5 - DSP E	550.00
	Avid Venue SC48 48 Channel Digital Audio Console	350.00
	DigiCo SD Rack	250.00
	DigiCo SD10 Digital Console	1,200.00
	Digico SD9 Digital Console	350.00
	Mackie 1402 - 14 Channel Console	50.00
	Mackie SR24 - 24 Channel Console	100.00
	Midas DL 32 - Digital 32 Channel Snake Head	50.00
	Midas M32 - 32 Channel Digital Mixing Console	250.00
	Midas M32 R Digital Console	200.00
	Midas Venice F32 - 32 Channel Console	150.00
	APB-DynaSonics Mixswitch	100.00
	Shure FP31 Portable Field Mixer	75.00
	Shure M267-2 Portable Field Mixer	75.00
	Soundcraft SI Performer 2 - 24ch Digital Console	200.00
	Yamaha CL5 Digital Console with 2 Rig Boxes total I/O 64 x 32	550.00
	Yamaha EMX5014C - 14 Channel Self Powered Console	75.00
	Yamaha EMX5016CF - 16 Channel Self Powered Console	75.00
	Yamaha M7CL - 48 Channel Digital Mixing Console	250.00
	Yamaha MG102 - 10 Channel Console	35.00
	Yamaha MG124 - 12 Channel Console	50.00
	Yamaha PM5D-RH V2.27 48x24	600.00
	<b>Direct Boxes</b>	
	Countryman Active Direct Box	15.00

Klark Teknik Active Direct Box	15.00
Whirlwind Mic Eliminator Passive Direct Box	10.00
ProCo DB-1 Direct Box	10.00
Rapco DB101SL Passive Direct Box	10.00
Whirlwind Director Passive Direct Box	10.00
Whirlwind PC DI	10.00
Whirlwind Line Level Combiner	15.00
Radial Acoustic DI	10.00
Radial J48 Active Direct Box	10.00
<b>Microphones</b>	
AKG 535EB Condenser Mic	20.00
AKG C 1000S Condenser Mic	20.00
AKG C414B-ULS Condenser Mic	20.00
AKG C451E Condenser Mic	20.00
AKG D-112 Microphone	20.00
AKG D3400 Microphone	20.00
Assorted Microphones and Direct Boxes as per Groups Rider	150.00
Audio Technica AHE- XLR Headset Mic	20.00
Audix SCX25A Condenser Piano Microphone with Piano Clip	30.00
Beyer M88 Microphone	20.00
Crown LM-301 Podium Mic	25.00
Crown PCC-160 Area Microphone	20.00
Crown PZM Area Microphone	20.00
DPA 4088 Headset Microphone	30.00
DPA 4099 Microphone	20.00
Electro-Voice RE 20 Microphone	15.00
Microphone, DI and Stand Package	150.00
Neumann KM184	20.00
Neumann KMS 105 Vocal Condenser Mic	20.00
Radial JDI Passive Direct Box	10.00
Radial Stereo JDI Passive Direct Box	15.00
Sennheiser 421 Microphone	25.00
Sennheiser 609	10.00
Sennheiser 902	10.00
Sennheiser e904	15.00
Sennheiser K3U w/ Shotgun Capsule	25.00
Sennheiser MKE2 Micro Lapel Microphone	20.00
Shure Beta 181	10.00
Shure Beta 52 Kick Drum Microphone	20.00
Shure Beta 56	15.00
Shure Beta 57	10.00
Shure Beta 91 Kick Drum Microphone	20.00
Shure Beta 98 Condenser Drum Microphone w/Hardware	20.00
Shure KSM 137	20.00
Shure KSM 32 Condensor Mic	20.00
Shure KSM 137	20.00
Shure Microflex Podium Microphone	15.00
Shure SM 57 Microphone	10.00
Shure SM 58 Microphone	10.00
Shure SM 81 Condenser Microphone	20.00



Shure SM 93 Micro-Lavalier Microphone	15.00
Shure SM 98 Condenser Drum Microphone w/Hardware	20.00
<b>Power Distro</b>	
Single Phase Feeder Cable / per foot	1.00
Single Phase Power Distribution Unit	100.00
3 Phase Feeder Cable / per foot	1.50
3 Phase Power Distribution Unit	150.00
<b>Press Mults</b>	
Whirlwind 12 Channel Active Press Mult-Box	50.00
Whirlwind 12 Channel Passive Press Mult-Box	50.00
Opamp 24 Channel Active Press Mult-Box	100.00
Whirlwind 24 Channel Passive Press Mult-Box	100.00
<b>Radios</b>	
Mag One Remote Speaker Microphone	5.00
Extra Batteries for BPR40	0.00
Motorola BPR40 - Portable two-way radio delivers reliable, intuitive co	25.00
Motorola Earpiece 2-Wire Surveillance Kit w/Clear Acoustic Tube	5.00
<b>Snakes</b>	
ProCo 12 x 4 x 75' Snake	40.00
ProCo 16 ch x 100' Snake	35.00
ProCo 20 ch x 100' Snake	40.00
Rapco 24 ch x 100' Snake	40.00
Whirlwind 24 x 8 x 100' Snake	65.00
C.B.I. 24 x 8 x 250' Snake	100.00
Whirlwind 40 X 12 x 250' Snakehead, w/ Main, Split & Isolated Out M	200.00
C.B.I. 48 x 8 x 200' Snake w/ Main & Split Out Mass Connectors	200.00
56 Channel Split Snake	150.00
Rapco 6 ch x 30' Snake	30.00
8 ch x 35' Snake with 1/4" Speaker Returns	35.00
Whirlwind 8 ch x 50' Snake	35.00
250' BNC Digital Snake	100.00
250' Dual Cat 5e Snake	50.00
Digico D Rack Digital Snake 32ch x 8ch x 200ft	250.00
<b>Speakers</b>	
Anchor Liberty MPB4500 Powered Speaker	100.00
JBL - PRX 718XLF 18" Self Powered Subwoofer	75.00
JBL - MRX 512 - 12" Two-Way Speakers	35.00
JBL - PRX 612M 12" 2-Way Active PA Speaker	75.00
JBL - PRX 715 - Self Powered 2 Way Speaker	75.00
JBL - Vertec 4880 Dual 18" Arrayable Subwoofer	100.00
JBL - Vertec 4887 Bi-Amplified Line Array Speaker	125.00
JBL - Vertec 4888 Tri-Amplified Line Array Speaker	150.00
JBL - VRX 915M Low Profile 15" Two Way Stage Monitor	50.00
JBL - VRX 932 Line Array Loudspeaker	100.00
JBL - VRX 918s Flying Subwoofer	75.00
JBL 12" Two-Way Speakers	50.00
QSC K Sub   Dual 12" Active Subwoofer	75.00
QSC K10 10" Two Way Powered Speaker	75.00
QSC K8 8" Two Way Powered Speaker	60.00
QSC KW121 12" Powered 2 way speaker	75.00

QSC KW181 Powered Subwoofer	75.00
QSC Yoke Mount	15.00
RSI JBL 12" x 1" Low Profile Speaker	35.00
RSI JBL 15" x 2" Low Profile Bi-Amp Stage Monitor	50.00
RSI JBL 15" x 2" Speaker	50.00
JF80 - Low Profile Speaker	25.00
JBL SRX 812 Speakers	50.00
<b>Comms</b>	
Telex CIA 1000	15.00
Telex Belt Pack	15.00
Telex Headset	10.00
Telex PS2000L	75.00
<b>Wireless Equipment</b>	
Helical Antenna	25.00
Paddle Antenna	25.00
Shure Axient Digital Wireless Handheld	125.00
Shure Microflex MX153 Omnidirectional Subminiature Earset Mic	25.00
Shure P6HW Hard Wired Belt Pack	50.00
Shure PSM 1000 Wireless IEM	100.00
Additional Shure PSM 1000 Body Pack	50.00
Shure PA821B 8 port PSM Antenna Combiner	100.00
Shure UHF-R Series UR4D+ with Handheld and Bodypack Transmitter	175.00
Shure UHF-R Series UR4D+ with SM58 Handheld	75.00
Shure UHF-R Series UR4D+ with Belt Pack	75.00
Shure ULXD Series wireless handheld with SM58 capsule	100.00
<b>Labor</b>	
Advance fee for Event	350.00
1 hours : A1 FOH Audio Engineer	50.00
1 hours : A1 FOH Audio Engineer O.T. (O.T. rate after 10 hours)	75.00
1 hours : A1 MON Audio Engineer	50.00
1 hours : A1 MON Audio Engineer O.T. (O.T. rate after 10 hours)	75.00
1 hours : Assistant Audio Technician	40.00
1 hours : A2 Audio Technician	45.00
1 hours : Assistant Audio Technician O.T. (O.T. rate after 10 hours)	60.00
1 hours : A2 Audio Technician O.T. (O.T. rate after 10 hours)	67.50
1 hours : Production Manager	65.00
1 hours : Production Manager O.T. (O.T. rate after 10 hours)	97.50
1 hours : Stage Hand	35.00
1 hours : Stage Hand O.T. (O.T. rate after 10 hours)	52.50
1 hours : System Technician	55.00
1 hours : System Technician O.T. (O.T. rate after 10 hours)	82.50
1 hours : Supervisor	55.00
1 hours : Supervisor O.T. (O.T. rate after 10 hours)	82.50
1 hours: Technical Director	75
1 hours: Technical Director O.T. (O.T. rate after 10 hours)	112.5
1 hours : Stage Manager	65.00
1 hours : Stage Manager O.T. (O.T. rate after 10 hours)	97.50
<b>Transportation</b>	
Equipment Delivery	200.00
Equipment Pickup	200.00

# Lighting Price List

RAINBOW SOUND

23 Potter Street, Farmingdale NY 11735  
631-752-8889 | info@rainbowsound.net  
www.rainbowsound.net

	Description	Price
	<b>Lighting</b>	
	Leprecon 24 Channel Dimmer Rack	150.00
	3' Par Cross Bars	10.00
	50 Lbs. Lighting Tree, Round Base	50.00
	ADJ Vizibeam Moving Spot	150.00
	Altman Ground Cyc	50.00
	Avolite Pearl Tiger	350.00
	Source 4 Par Can Barn Doors	5.00
	Chauvet Colorado Solo 2	50.00
	Clay Paky Sharpy	200.00
	Colorblast 12 LED Panels	50.00
	12" 5 Way Corner Block	50.00
	Elation 575 Design Spot	150.00
	Elation Professional 4 Channel DMX Dimmer Pack	50.00
	Elation Pro Bar 4 - Professional 4 Ch DMX Bar	50.00
	Elation Professional Stage Setter 24 Channel Lighting Console	75.00
	ETC Colorsourc 40 AV Lighting Console	200.00
	ETC Ion 1500	400.00
	ETC Ion 2x20 Fader Wing	100.00
	Festoon String Lights with amber bulbs	85.00
	Festoon String Lights with amber bulbs 65 foot section.	100.00
	Heshan Lide Fogger FM-400P	25.00
	6" Fresnels	15.00
	Assorted Gels & Frames	5.00
	Chauvet Geyser Unique Effect Fogger	100.00
	GLP Impression X4 LED Moving Wash	150.00
	GLP Impression X4s LED Moving Wash	200.00
	Grand MA 2 Lite Lighting Console	1,000.00
	Martin 24/7 Hazer	100.00
	Applied L 16 Crank Up Lift	100.00
	LED Studio Par64 36x3W	35.00
	Source 4 Leko 36 Degree	30.00
	Lowel Light 4 Pack with Triple Riser	200.00
	Lycian 4k Long Throw Spot Light	500.00
	Martin Mac 700 Intelligent Fixture	250.00
	Martin Atomic Strobes	75.00
	Martin Mac Aura	250.00
	Martin Mac Profile Moving Spot	350.00
	Martin Roboscan 812 Moving Lights	40.00
	Molefay Audience Blinder 4 Pack	75.00
	Molefay Audience Blinder 8 Pack	150.00
	Par 56 - 500 Watt Lights	20.00
	Robe Robin Pointe Moving Spot	250.00

Lighting tree with tripod base	15.00
Smoke Machine	50.00
Source 4 Leko 36 Degree	30.00
ETC Source 4 Par Can 575 Watt Light	35.00
Spot Light	150.00
Super Trooper Lamp	575.00
Tomcat Truss Base Silver	50.00
Wildfire 400 Watt UV Light	100.00
Wireless LED Uplights	50.00
Power Distro	
Single Phase Feeder Cable / per foot	1.00
Single Phase Power Distribution Unit	100.00
3 Phase Feeder Cable / per foot	1.50
3 Phase Power Distribution Unit	150.00
Rigging	
10ft 12" Tomcat Truss with Span Sets and Shackles	75.00
10ft 20.5" Tomcat Truss with Span Sets and Shackles	100.00
12' Spansets, Black	20.00
3' Spansets, Black	5.00
5/8" Shackles, Rigging	3.00
6' Spansets, Black	10.00
1 Ton Chain Hoists with Rigging Hardware	150.00
Genie Super Tower ST - 25	200.00
Genie SLC-24 Super Lift	150.00
Hooks & Rings, Rigging	5.00
CM 1 Ton Chain Motors & Cabling	225.00
Quick Links, Rigging	2.00
Safety Cables, Rigging	5.00
JLG Scissor Lift 37' 9" Working Height	999.00
Labor	
Advance fee for Event	350.00
1 hours : Lighting Engineer	50.00
1 hours : Lighting Engineer O.T. (O.T. rate after 10 hours)	75.00
1 hours : Lighting Engineer Assisant	40.00
1 hours : Lighting Engineer Assistant O.T. (O.T. rate after 10 hours)	60.00
1 hours: Production Manager	65.00
1 hours: Production Manager O.T. (O.T. rate after 10 hours)	97.50
1 hours: Technical Director	75
1 hours: Technical Director O.T. (O.T. rate after 10 hours)	112.5
1 hours: Stage Manager	65.00
1 hours: Stage Manager O.T. (O.T. rate after 10 hours)	97.50
Transportation	
Equipment Delivery	200.00
Equipment Pickup	200.00

# Backline Price List

RAINBOWSOUND

23 Potter Street, Farmingdale NY 11735  
631-752-8859 jinfo@rainbowsound.net  
www.rainbowsound.net

	Description	Price
	<b>Bass Guitars and Bass Amps</b>	
	Aguilar DB 115 Bass Cabinet	45.00
	Aguilar DB 212 Bass Cabinet	45.00
	Aguilar DB 410 Bass Cabinet	45.00
	Aguilar DB 751 Bass Head	70.00
	Aguilar DB 810 Bass Cabinet*	60.00
	Ampeg Classic SVT 410HLF Bass Cabinet	45.00
	Ampeg SVT 810E Bass Cabinet	60.00
	Ampeg Classic SVT 15E Bass Cabinet	45.00
	Ampeg Classic SVT 410HE Bass Cabinet	45.00
	Ampeg SVT-4 Pro Bass Head	55.00
	Ampeg SVT Classic 610HLF Bass Cabinet	60.00
	Ampeg SVT Classic CL Bass Head	70.00
	Ampeg SVT VR Bass Head	70.00
	Ampeg BA112 50W Single 12 Bass Combo*	60.00
	David Eden D410 Bass Cabinet*	45.00
	David Eden WT 800 Bass Head*	70.00
	Fender American 5 String Jazz Bass	100.00
	Fender 810 Bass Cabinet*	60.00
	Fender Deluxe Jaguar Bass 3 Color Sunburst*	75.00
	Fender American Jazz Bass	75.00
	Fender American Precision Bass	75.00
	Fender Super Bassman*	75.00
	Gallien Krueger 1001 RB Bass Head	70.00
	Gallien Krueger 115RBH Bass Cabinet	45.00
	GK 2001- RBII Bass Head*	70.00
	Gallien Krueger 410RBH Bass Cabinet	45.00
	Gallien Krueger 800 RB Bass Head	70.00
	Gallien Krueger Micro Bass 150/112 Bass Combo	60.00
	Gallien Krueger Fusion 550 Bass Head*	70.00
	GK Neo 412 Bass Cabinet*	45.00
	Hartke 5500 Bass Head*	70.00
	Hartke HA7000 Bass Head*	70.00
	Hartke XL 1X15 Bass Cabinet*	45.00
	Hartke XL 4X10 Bass Cabinet*	45.00
	Mark Bass 115 Bass Cabinet*	45.00
	Mark Bass 410 Bass Cabinet*	45.00
	Markbass Little Mark Tube 800 Bass Head	70.00
	Mesa Boogie 115 Bass Cabinet*	45.00
	Orange OBC115 Bass Cabinet	45.00
	Orange OBC410 Bass Cabinet	45.00
	Orange OBC810 Bass Cabinet*	60.00
	Orange AD200 Bass Head	70.00

Orange Crush PiX CR25BX 25 Watt 1x8" Bass Combo*	60.00
SWR 4X10 Bass Cabinet*	45.00
SWR SM900 Bass Head*	70.00
TC Electronic 212 Bass Cabinet*	45.00
TC Electronic 410 Bass Cabinet*	45.00
TC Electronic 750 Bass Head*	70.00
<b>DJ</b>	
Pioneer CDJ 2000 Nexus DJ Style digital CD turntable	100.00
Pioneer CDJ 1000MK3 DJ style digital CD turntable	50.00
Pioneer CDJ 2000 Nexus 2	125.00
Shure M44-7 Cartridge with Stylus	5.00
Pioneer DJM 900 Nexus 2	125.00
Ultimate Support Laptop Stand	5.00
Pioneer DDJ-SX2 Controller	175.00
Pioneer DDJ SZ2	175.00
Pioneer DJM 2000 Mixer	150.00
Pioneer DJM 900 Nexus	100.00
Pioneer DJM S9	125.00
Rane Sixty Two	125.00
Rane Seventy Two DJ Mixer	150.00
Rane TTM 57 Performance Mixer with Serato	100.00
Serato Control Vinyl	5.00
Serato SL 4   Interface for Serato Scratch Live	50.00
Technics SL-1200 MK2 Turntable	85.00
<b>Drums</b>	
C&C Drum Set with Hardware and Rug*	275.00
Cymbal Package	125.00
Drum Felts	5.00
Drum Head Charge	175.00
DW Drum Rack	50.00
Clear Plexi Drum Shield	75.00
Vic Firth 5A	9.99
Drum Throne	5.00
Drum Throne with Back Rest	10.00
DW Collectors Series Drum Set with Hardware and Rug	250.00
DW 9000 Cymbal Stand	7.50
DW Jazz Series Drum Set with Hardware and Rug	250.00
16" Floor Tom w/ legs	35.00
Gretsch 18" Bass Drum	50.00
Gretsch Drum Set with Hardware and Rug	275.00
22" Bass Drum	50.00
Ludwig Classic Maple Drum Set with Hardware and Rug	275.00
Moon Gel Drum Damper Pad	10.00
Pearl Master Series Drum Set with Hardware and Rug	275.00
Snare Drum and Stand	35.00
Tama Starclassic Drum Set with Hardware and Rug	275.00
Yamaha Absolute Maple Custom Drum Set with Hardware and Rug	250.00
<b>Guitars and Guitar Amps</b>	
Fender Acoustasonic 30 DSP	45.00
Fender '59 Bassman 4x10 Guitar Combo	60.00

Fender Bassman 300 Watt Guitar Head	70.00
Fender Blues Deluxe Guitar Combo	60.00
Fender Blues DeVille Guitar Combo	60.00
Fender Deluxe Reverb Guitar Combo	60.00
Fender Hot Rod Deluxe Guitar Combo	60.00
Fender Hot Rod Deville Guitar Combo	60.00
Fender American Stratocaster	75.00
Fender Super Reverb Guitar Combo	60.00
Fender American Telecaster	75.00
Fender Twin Reverb Guitar Combo	60.00
Gibson Mastertone Banjo 5 String*	125.00
Gibson Dobro Resonator Hound Dog Deluxe	125.00
Gibson ES335 Guitar	75.00
Gibson J45 Acoustic Guitar*	75.00
Gibson Les Paul Standard	75.00
Gibson Les Paul Studio	75.00
Gibson SG Electric Guitar..	75.00
Guild D-140 CE Acoustic Guitar with Pickup*	75.00
Hercules Guitar Stand	5.00
Guitar Strings	10.00
Marshall 4x12 1960A Guitar Cabinet	45.00
Marshall JCM-900 100w Guitar Head	70.00
Marshall JCM 800 Guitar Head	70.00
Marshall JCM 900 2x12 Guitar Combo	60.00
Marshall JCM2000 100 watt Guitar Head	70.00
Martin D28 Acoustic Guitar*	75.00
Mesa Boogie 4 x 12 Slant Guitar Cabinet*	45.00
Mesa Boogie Dual Rectifier 2 Channel Guitar Head	70.00
Orange PPC412 Cabinet	45.00
Orange AD30 Guitar Head*	70.00
Orange PPC212 Guitar Cabinet	45.00
Orange Rockerverb 50 Guitar Head	70.00
Roland JC 120 Guitar Amp	45.00
SWR California Blond Acoustic Amp*	60.00
SWR California Blonde*	75.00
Taylor Acoustic Guitar 414ce with pickup	75.00
Vox AC30 Guitar Amplifier	60.00
<b>Keyboards</b>	
Apex AX-48 Pro Plus	10.00
Fender Rhodes w/sustain	200.00
Hammond XK3 Drawbar 73 Key Keyboard w/sustain	225.00
Honer Clavinet D6 w/sustain	200.00
Quick Lok Keyboard Bench	5.00
Korg Karma 61 Key Keyboard w/sustain	150.00
Korg Kronos 2 88 Key Keyboard w/sustain	225.00
Korg Kronos X88 88 Key Keyboard w/sustain	200.00
Korg M1 Workstation 61 Key Synthesizer w/sustain	75.00
Korg MicroKorg 37 Key Synthesizer w/sustain	75.00
Korg Microkorg XL 37 Key Synthesizer w/sustain	75.00
Korg MS2000B 44 Key Keyboard w/sustain	125.00

Korg Trinity Pro 76 Key Synthesizer w/sustain	175.00
Korg Triton Extreme 60 Key Keyboard w/sustain	175.00
Kurzweil PC88 - Fully Weighted 88 Key Keyboard w/sustain	100.00
M-Audio Axiom Pro 49 Key Midi Controller w/sustain	35.00
M-Audio Axiom Pro 61 Key MIDI Keyboard w/sustain	50.00
Moog Little Phatty	175.00
Moog Voyager Keyboard	200.00
Nord C2D 61 Key Organ w/sustain	300.00
Nord Electro 5D 73 Key w/sustain	175.00
Nord Lead 4 49 Key Keyboard w/sustain	150.00
Nord Stage 2 88 Key Keyboard w/sustain	225.00
Novation MiniNova Bass Station II 25 Key Synthesizer w/sustain	100.00
Roland Fantom G7 76 Key Keyboard w/sustain	185.00
Roland Fantom X7 88 Key Keyboard w/sustain	175.00
Roland GAIA 37 Key Synthesizer w/sustain	100.00
Roland JDXA 49 Key Keyboard w/sustain	150.00
Roland Jupiter 80 76 Key Keyboard w/sustain	150.00
Roland JV 1080	50.00
Roland KC 350	45.00
Roland KC 500 Keyboard Amp	45.00
Roland Keytar AX-Synth w/sustain	125.00
Roland RD-700 88 Key Keyboard w/sustain	200.00
Roland RD-800 88 Key Keyboard w/sustain	225.00
Roland System 8 49 Key Keyboard w/sustain	150.00
Roland V-Synth GT 61 Key Keyboard w/sustain	175.00
Roland VK-8 61 Key Combo Organ w/sustain	150.00
Roland XV 5080 Module	125.00
Roland Juno GI 61 Key Keyboard w/sustain	125.00
Wurlitzer 200A 64 Key Keyboard w/sustain	175.00
Yamaha CP4 88 Key Stage Piano w/sustain	175.00
Yamaha Motif ES7 76 Key Synthesizer w/sustain	175.00
Yamaha Motif ES8 88 Key Synthesizer w/sustain	185.00
Yamaha Motif XF6 61 Key Synthesizer w/sustain	175.00
Yamaha Motif XF7 76 Key Synthesizer w/sustain	200.00
Yamaha Motif XF8 88 Key Synthesizer w/sustain	225.00
Yamaha Motif XS7 76 Key Synthesizer w/sustain	185.00
Yamaha Motif XS8 88 Key Synthesizer	200.00
Misc	
2" Black Gaffers Tape	17.50
30" Black Bar Stool	10.00
9 Volt Batteries	3.50
Pair of AA Batteries	3.50
Lasko Blower Fan	15.00
Chair	5.00
White Dress Kit for Speakers and Tripods	10.00
Large Area Fan	60.00
Vornado Pivoting Blower Fans	15.00
Laptop with Pro Tools	150.00
D'San Limittimer Pro 2000 with 4" LED Clock	150.00
30lb Sandbag	5.00



Lasko Pro-Performance High Velocity Stage Fan	15.00
Chrome Stanchion	20.00
Red Velvet Rope for Stanchion	10.00
6ft Folding Table	10.00
Headphone Amplifier 4 Ch	15.00
Shure Professional Headphones	15.00
Pedals	
Morley AB Box	15.00
Boss Delay Pedal	15.00
Boss ME-80 Guitar Processor	50.00
Boss TU-3 Chromatic Tuner	15.00
Yamaha Expression Pedal FC-7	5.00
Ibanez Tube Screamer	15.00
Boss Stereo Volume Pedal	5.00
Roland FS-5L	5.00
Boss TU3 Tuner	15.00
Ernie Ball Volume Pedal	15.00
Jim Dunlop Cry Baby Wah Wah	15.00
Percussion	
4.3 Octave Marimba	270.00
LP Cowbell	5.00
Remo 14" Djembe with Stand	35.00
Gong with Stand	50.00
DW Gong Drum	50.00
LP Basket Stand with Casters	15.00
LP Bell Tree	50.00
LP Cajon	50.00
LP Conga 11" Quinto	50.00
LP Conga 11.75" Conga	50.00
LP Conga 12.5" Tumbadora	50.00
LP Jr. Conga Set	50.00
LP Richie Gajate-Garcia Signature Series Conga	50.00
LP Conga Stand with castors	15.00
LP Generation II Bongos with stand	30.00
LP Granite Blocks	25.00
LP Maracas	5.00
LP Percussion Table	25.00
LP Richie Gajate-Garcia Signature Series Quinto	50.00
LP Richie Gajate-Garcia Signature Series Bongos with Stand	50.00
LP Timbales 14" & 15" with Stand	50.00
LP Richie Gajate-Garcia Signature Series Tumbadora	50.00
Ludwig Glockenspiel	65.00
Meinl Percussion ID3GO	25.00
Remo Roto Toms 6" 8" 10" and Stand	50.00
Shaker	5.00
Slapstick	5.00
Tambourine with Stand	10.00
Timpani	125.00
Triangle with Clip	5.00
Yamaha Vibraphone YV3710	250.00

LP Windchimes with Stand	30.00
LP Woodblock	5.00
<b>Pianos and Organs</b>	
Hammond B3 Organ	200.00
Leslie 122	175.00
Baby Grand Piano Shell	400.00
Yamaha C2 5' 8" Baby Grand Piano	900.00
Yamaha C6 6' 11" Grand Piano	1,200.00
Yamaha C7 7' 4" Grand Piano	1,200.00
Yamaha Midi Grand C6	800.00
Yamaha U3 Upright Piano	600.00
Crew to set up and dismantle baby grand piano	300.00
Piano Tuning	200.00
<b>Staging</b>	
Wegner 8' x 8' x 1' Rolling Riser	150.00
Wegner 8' x 8' x 2' Rolling Riser	150.00
Wenger Stairway with handrails 25" - 48"	100.00
Wenger Stairway with handrails 24"	50.00
Wenger Versalite 3000 Professional Staging, 2' x 4' Platforms	50.00
Wenger Versalite 3000 Professional Staging, 4' x 8' Platforms	100.00
Wenger Versalite 3000 Professional Staging, 3' x 6' Platforms	75.00
4ft Black Guardrail	16.00
8ft Black Guardrail	32.00
<b>Stands</b>	
7 Space Guitar Boat	25.00
Case of Assorted Microphone Stands	100.00
Hercules Cello Stand	10.00
Conductor Music Stand	10.00
Desk Stand	5.00
Hercules Flute Stand	10.00
Road Runner 7 Space Guitar Boat	25.00
Hercules Bass/Guitar Stand	5.00
Quick Lok Single Tier Keyboard Stand	5.00
Ultimate Support Tabletop Style Keyboard Stand	15.00
Quick Lok Double Tier Keyboard Stand	10.00
Ultimate Table Top Keyboard Stand JS-MPS1	15.00
Music Stand	5.00
K&M Music Stand Light	5.00
Hercules Saxophone Stand	5.00
Hercules Double Saxophone Stand	15.00
Small Boom Stand	7.50
Straight Mic Stand	7.50
Tall Boom Stand	7.50
Hercules Trombone Stand	10.00
Hercules Trumpet Stand	10.00
Ultimate Support Stands	10.00
Ultimate Apex AX-48	10.00
Hercules Violin Stand	5.00
<b>Strings and Woodwind</b>	
Accordion	100.00

Hand Carved Wooden Cello	175.00
Lyon & Healy Concert Grand Harp Model 23	475.00
Christopher Hand Carved D680 3/4 Size Acoustic String Bass with Pic	175.00
Upright Bass Stand	25.00
Triggers, Pads and Interfaces	
Akai MPC-3000 Sequencer/Sampler/Drum Machine	75.00
Butt Kicker with Amp	100.00
Digi 002 Rack Audio Interface	75.00
Roland KD 8 Kick Drum Trigger	50.00
Roland PD 9 Trigger Pad	12.50
MOTU Ultra-Lite MK3	100.00
Roland BT 1 Trigger	10.00
Roland RT-30K Bass Drum Trigger	10.00
Roland KT-10 Trigger	15.00
Roland PD-85 Drum Pads	25.00
Roland RT-30H Snare Trigger	10.00
Roland SPDSX Pad	75.00
Roland V-Drum TD-30	275.00
Labor	
Advance fee for Event	350.00
1 hours : Backline Technician	50.00
1 hours : Backline Technician O.T. (O.T. rate after 10 hours)	75.00
1 hours: Production Manager	65.00
1 hours: Production Manager O.T. (O.T. rate after 10 hours)	97.50
1 hours: Technical Director	75
1 hours: Technical Director O.T. (O.T. rate after 10 hours)	112.5
1 hours: Stage Manager	65.00
1 hours: Stage Manager O.T. (O.T. rate after 10 hours)	97.50
Transportation	
Equipment Delivery	200.00
Equipment Pickup	200.00

# Video Price List

RAINBOWSOUND

25 Potter Street, Farmingdale NY 11735  
631-752-8858 | info@rainbowsound.net  
www.rainbowsound.net

	Description	Price
	<b>Video</b>	
	10.5' x 14' Truss Screen for Front Projection	225.00
	Wide Angle F/pleEF/XF Lens 1.2	250.00
	10k Lumen Projector 1024 x 768 Native Resolution	850.00
	Truss Dress Kit 12' x 16' Black Drape	150.00
	Panasonic PT-RZ12KU 12,000 Lumen HD Projector	1,600.00
	12,000 Lumen Projector	1,300.00
	15" LCD Monitor with Tabletop Stand (Video and Computer Inputs)	65.00
	16' Screen Skirt	50.00
	16' x 9' Dress Kit for Screen	175.00
	16' x 9' Truss Screen with Rear Projection	275.00
	19"-21" Monitor with Tabletop Stand (VGA input only)	100.00
	2000 Lumen Projector	150.00
	LED Wall 3 mil pitch (Panel Size 19.7" Sq)	150.00
	3000 Lumen Projector	250.00
	32" LCD Monitor with Tabletop Stand	125.00
	42" Monitor with Stand	250.00
	5'x7' Screen Rear Projection	65.00
	Screen Skirt 7' Wide	25.00
	5000 Lumen Projector 1024 x 768	400.00
	52" Monitor with Stand	435.00
	6 x 8 Rear Projection Screen with Stand	115.00
	60" Monitor with Stand	500.00
	65" Monitor	700.00
	80" LED Screen	800.00
	8000 Lumen Projector with a 1.3 Lens	800.00
	9' x 12' Video Screen for Rear Projection	150.00
	Panasonic HD MiniDV Camcorder Pro	350.00
	Pro Camera Tripod with Fluid Head	75.00
	DVD Player	25.00
	Image Pro 3G	200.00
	LED Wall 5 Mil (Panel Size 19.7" Squares)	100.00
	LED Wall control includes HD Video Mixer, iMac Computer with Mo	0.00
	6' Pull Down Front Projection Screen	35.00
	Atomos Shogun Recorder with Monitor	200.00
	Roland V1SDI Video Switcher	150.00
	XGA+ Distro Amp 1 x 2	25.00
	<b>Rigging</b>	
	10ft 12" Tomcat Truss with Span Sets and Shackles	75.00
	10ft 20.5" Tomcat Truss with Span Sets and Shackles	100.00
	12' Spansets, Black	20.00
	3' Spansets, Black	5.00
	5/8" Shackles, Rigging	3.00

6' Spansets, Black	10.00
1 Ton Chain Hoists with Rigging Hardware	150.00
Genie Super Tower ST - 25	200.00
Genie SLC-24 Super Lift	150.00
Hooks & Rings, Rigging	5.00
CM 1 Ton Chain Motors & Cabling	225.00
Quick Links, Rigging	2.00
Safety Cables, Rigging	5.00
JLG Scissor Lift 37' 9" Working Height	999.00
Power Distro	
Single Phase Feeder Cable / per foot	1.00
Single Phase Power Distribution Unit	100.00
3 Phase Feeder Cable / per foot	1.50
3 Phase Power Distribution Unit	150.00
Labor	
Advance fee for Event	350.00
1 hours : Video Technician	50.00
1 hours : Video Technician O.T. (O.T. rate after 10 hours)	75.00
1 hours : Video Technician Assistant	40.00
1 hours : Video Technician Assistant O.T. (O.T. rate after 10 hours)	60.00
1 hours: Production Manager	65.00
1 hours: Production Manager O.T. (O.T. rate after 10 hours)	97.50
1 hours: Technical Director	75
1 hours: Technical Director O.T. (O.T. rate after 10 hours)	112.5
1 hours: Stage Manager	65.00
1 hours: Stage Manager O.T. (O.T. rate after 10 hours)	97.50
Transportation	
Equipment Delivery	200.00
Equipment Pickup	200.00

Technical Director, Stage Manager, Production Manager Price List



23 Foster Street, Farmingdale NY 11735  
631-752-8888 | info@rainbowsound.net  
www.rainbowsound.net

	Description	Price
	Labor	
	Advance fee for Event	350.00
	1 hours: Production Manager	65.00
	1 hours: Production Manager O.T. (O.T. rate after 10 hours)	97.50
	1 hours: Technical Director	75
	1 hours: Technical Director O.T. (O.T. rate after 10 hours)	112.5
	1 hours: Stage Manager	65.00
	1 hours: Stage Manager O.T. (O.T. rate after 10 hours)	97.50

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

Wayne Fairchild (Name)

23 Potter Street, Farmingdale NY 11735 (Address)

631-752-8869 (Telephone Number)

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

NA.

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

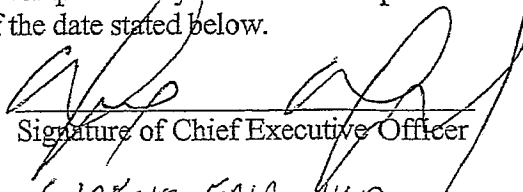
NA.

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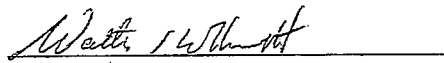
5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

8/8/2020  
Dated

  
Signature of Chief Executive Officer  
WAYNE FARAUDO  
Name of Chief Executive Officer

Sworn to before me this  
8<sup>th</sup> day of August, 2020.

  
Notary Public

WALTER GOLDSMITH  
Notary Public, State of New York  
01GO6309457  
Qualified in Queens County  
Commission Expires August 2022





## Nassau County Interim Finance Authority

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

**1. Vendor: Rainbow Sound Inc.**

**2. Amount requiring NIFA approval: \$400,000.00**

**Amount to be encumbered: \$50,000.00**

Slip Type: Amendment

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

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

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

**3. Contract Term: 11/17/2022 to 09/30/2026**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)

Capital Improvement Fund  
(CAP)

Grant Fund (GRT)

Other X

Hotel/Motel Tax Fund

Federal % 0

State % 0

County % 0

Other % 100

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? No

Has NIFA approved the borrowing for this contract? No

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

Amended Payment Section 3 - Amount of Consideration - The maximum amount to be paid to the Contractor under this Agreement to be increased from Twenty-five thousand dollars per year (\$25,000.00) for Seventy-five thousand dollars (\$75,000.00) per year. The amount of the increase is due to the fact that the County will host higher level performers with national acts that require upgraded sound system needs which is beyond the scope of what we can handle in-house Cancellations made within 24 hours of the load in time of the event date not later than 8:00 a.m. eastern time, will incur a 75% charge of the total invoice

**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
CAPK22000009	04/07/2022	\$25,000.00

## AUTHORIZATION

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

IQURESHI

11/21/2022

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**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:** RAINBOW SOUND INC.

**CONTRACTOR ADDRESS:** 23 Potter Street, Farmingdale, NY 11735

**FEDERAL TAX ID #:** 11-2530747

**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 June 8, 2021 [date].  
This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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


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

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

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

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

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

  
Darcy A. Belyea, Commissioner

11-17-22  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15



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?

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

Wayne Fairchild [RAINBOWSOUNDINC@AOL.COM]

Dated: 07/14/2022 01:51:36 pm

Vendor: Rainbow Sound Inc.

Title: CEO

## 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: Wayne Fairchild  
Date of birth: 08/06/1951  
Home address: 414 Ferndale Court

City:	<u>Copaigue</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11726</u>
Country:	<u>US</u>				

Business Address: 23 Potter Street

City:	<u>Farmingdale</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11735</u>
Country	<u>US</u>				
Telephone:	<u>(631) 752-8869</u>				

Other present address(es):

City:	<u>Farmingdale</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11735</u>
Country:	<u>US</u>				
Telephone:	<u>5164581606</u>				

List of other addresses and telephone numbers attached

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

President	<u>04/01/1980</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

YES ☒ NO ☐ If Yes, provide details.

100% equity

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.

Nassau County RFP PK0307-1605

Nassau County Contract CQPK1600040

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?

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, Wayne Fairchild , 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, Wayne Fairchild , 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.

Rainbow Sound Inc.

Name of submitting business

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

Wayne Fairchild RAINBOWSOUNDINC@AOL.COM

CEO

Title

07/14/2022 01:54:01 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: 07/06/2022

1) Proposer's Legal Name: Rainbow Sound Inc.

2) Address of Place of Business: 23 Potter Street

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

Country: US

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

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

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

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

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

\_\_\_\_\_

4) Dun and Bradstreet number: 119265197

5) Federal I.D. Number: 112530747

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

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

YES [ ] NO [X] If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

---

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

YES ☐ NO ☒ If yes, please provide details:

---

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

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

---

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

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

---

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

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

---

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

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

---

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

a) Any felony charge pending?

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

---

b) Any misdemeanor charge pending?

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

---

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

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

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

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

YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/25/1980

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.

None, just officer listed in (iii)

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

officer information attached

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

8

vi) Annual revenue of firm;

1500000

vii) Summary of relevant accomplishments

Designed and installed complete sound system for Stony Brook university  
Production for New York Road Runners for the past 5 years 60 events a year including providing sound for the New York Marathon  
City of New York park Foundation Concert Series 50 show per summer  
The New Nassau Coliseum has used our services for many events, including The New York Tennis Open and the Cirque du Soleil shows

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

B. Indicate number of years in business.

39

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

We provide production for approximately 250 events per year. Our service include the rental, operation of and installation of sound systems, lighting, backline equipment and staging for these events. Our staff provides the expertise to help our clients with the latest of equipment and experienced operators.

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	Staller Center for the Arts		
Contact Person	Elizabeth Silver		
Address	Stony Brook University		
City	Stony Brook	State/Province/Territory	NY
Country	US		
Telephone	(631) 632-7236		
Fax #			
E-Mail Address	elizabeth.silver@stonybrook.edu		

Company	City Parks Foundation		
Contact Person	Tondrae Kemp		
Address	830 Fifth Avenue		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 360-3329		
Fax #			
E-Mail Address	tkemp@cityparksfoundation.org		

Company	New York Road Runners		
Contact Person	John Welsh		
Address	156 W 56th St, 5th FL		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 401-5716		
Fax #			
E-Mail Address	jwelsh@nyrr.org		

I, Wayne Fairchild , 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, Wayne Fairchild , 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: Rainbow Sound Inc.

Electronically signed and certified at the date and time indicated by:  
Wayne Fairchild RAINBOWSOUNDINC@AOL.COM

CEO

Title

07/14/2022

Date



COUNTY OF NASSAU

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

1. Name of the Entity: Rainbow Sound Inc.

Address: 23 Potter Street

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

Country: US

2. Entity's Vendor Identification Number: 11-2530747

3. Type of Business: Other (specify) S Corporation

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:

First Name	<u>Wayne</u>		
Last Name	<u>Fairchild</u>		
MI		Suffix	
Address	<u>23 Potter Street</u>		
City	<u>FARMINGDALE</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11735</u>
Country	<u>US</u>		
Position	<u>President</u>		

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

If none, explain.

Wayne Fairchild

First Name	<u>Wayne</u>		
Last Name	<u>Fairchild</u>		
MI		Suffix	
Address	<u>23 Potter Street</u>		

City	FARMINGDALE	State/Province/ Territory:	NY	Zip/Postal Code:	11735
Country	US				
Position	President				

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

None

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

Are there lobbyists involved in this matter?

YES [ ] NO [X]

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

No lobbyists involved in this matter.

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

No lobbyists involved in this matter.

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

No lobbyists involved in this matter.

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:

Wayne Fairchild [RAINBOWSOUNDINC@AOL.COM]

Dated: 07/14/2022 01:56:03 pm

Title: CEO

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2022

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

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

<b>PRODUCER</b> Supple-Merrill & Driscoll, Inc. Insurance Agents and Brokers 550 El Dorado Street Pasadena, CA 91102 Phone No. (626) 795-9921 Fax No. (626) 577-6656		<b>CONTACT NAME:</b> David L. Merrill <b>PHONE (A/C, No, Ext):</b> (626) 795-9921 <b>FAX (A/C, No):</b> (626) 577-6656 <b>E-MAIL ADDRESS:</b> service@productioninsurance.com	
<b>INSURED</b> Rainbow Sound, Inc. 23 Potter St Farmingdale, NY 11735 Phone No. (516) 249-5200 Fax No.		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AGL - American Guarantee and Liability Insurance Company 26247 <b>INSURER B:</b> ZAI - Zurich American Insurance Company 16535 <b>INSURER C:</b> ZII - Zurich American Insurance Company of Illinois 27855 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1002511**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
ZAI	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	FLM1460329-02	10/29/2022	10/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
ZAI	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	X	X	FLM1460329-02	10/29/2022	10/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ Included BODILY INJURY (Per accident) \$ Included
ZAI	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FLM1460329-02	10/29/2022	10/29/2023	PROPERTY DAMAGE (Per accident) \$ 125,000 Max per Auto Max Aggregate 500,000
AGL	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS1190062-02	10/29/2022	10/29/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
ZII	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 Y	N/A	WC1031544-02	10/29/2022	10/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
ZAI	Inland Marine			FLM1460329-02	10/29/2022	10/29/2023	See Attached

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Nassau County, its officials, employees, volunteers, agents, volunteers and representatives are listed as an additional insured with respects general liability when required by written contract executed prior to a loss as pertains to insureds operations per policy terms and conditions. Waiver of subrogation is granted in favor of the County of Nassau

All coverages expire at 12:01 a.m. Standard Time.

**CERTIFICATE HOLDER****CANCELLATION**

NASSAU COUNTY 1550 FRANKLIN AVENUE Mineola, NY 11501 United States Of America Phone No. Fax No.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

# ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)

11/15/2022

INSURED Rainbow Sound, Inc.

The following is attached to and made part of certificate number 1002511.

Policy Details	Coverage	Limit	Deductible
<b>Inland Marine</b>			
Company:	Zurich American Insurance Company		
Policy Number:	FLM1460329-02		
*Period:	10/29/2022 - 10/29/2023: 365 Day(s)		
	Miscellaneous Rented Equipment	150,000	1,500
	Owned Equipment	Excluded	
	Props, Sets & Wardrobes	25,000	1,500
	Rented Furs, Jewelry, Art & Antiques Coverage	Excluded	
	Negative Film, Videotape and Digitalized Image	50,000	Not Applicable
	Faulty Stock, Camera & Processing	50,000	10% of each loss, \$2,500 minimum, \$7,500 maximum
	Faulty Stock, Camera & Processing - Broad Form	Excluded	
	Library Stock Coverage	Excluded	
	Extra Expense	10,000	1,500
	Third Party Property Damage	250,000	2,000
	Office Contents	25,000	1,500
	Cast Coverage		
	Cast Extra Expense	Excluded	
	Cast Covered Person Extension (no sickness)	Excluded	
	Cast Covered Person Extension Aggregate (sickness)	Excluded	
	Cast Covered Person Extension Per Person (sickness)	Excluded	
	Cast Family Bereavement Extension	Excluded	
	Cast Essential Person	Excluded	
	Animal Death, Illness, Injury	Excluded	
	Animal Extra Expense	Excluded	
	Hired/Non-Owned Physical Damage-Aggregate	500,000	
	Hired/Non-Owned Physical Damage-Per Vehicle	125,000	10% of loss, \$1,500 minimum, \$7,500 maximum
	Rental Cost Reimbursement	Excluded	
	EDP		
	EDP (Electronic Data Processing Equipment)	Excluded	
	Limited Computer Virus Coverage	Excluded	
	Accounts Receivable	Excluded	
	Valuable Papers and Records	Excluded	
	Money & Securities	Excluded	
	Civil Authority	Excluded	
	Agency And Talent Re-Shoot Costs	Excluded	
	Strikes or Civil Protest	Excluded	
	Waiver of Subrogation	Excluded	
	Coverage Extension Endorsement		
	Coverage Extension Endorsement	Excluded	
	Cinema Production Enhancement Endorsement		
	Cinema Production Enhancement Endorsement	Excluded	
	Unattended Vehicle Exclusion	Exclusion Removed	
	Worldwide Coverage	Excluded	
	Terrorism	Included	

\*All coverages expire at 12:01 a.m. Standard Time.

Coverage is not afforded for stunts & pyrotechnics except for those declared, scheduled and accepted by the insurance company(s).

For a complete listing of coverages, terms, conditions and exclusions, please view your policy.

# SCHEDULE OF FORMS

11/15/2022

Insured: Rainbow Sound, Inc.

This Schedule of Forms is attached to and made part of certificate number 1002511, as of 11/15/2022 at 11:55 AM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
<b>Entertainment Production Package</b>		
<b>Notices</b>		
U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-874-A	0611	Notice of Disclosure for Agent and Broker Compensation
UGU873ACW	0611	Disclosure Statement
U-GL-1197-A CW	0104	Asbestos Exclusion Endorsement
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
<b>Common</b>		
UGU727ACW	0806	Commercial Insurance Policy
UGUD310A	0193	Common Policy Declarations
UGU819ACW	1002	Schedule of Forms and Endorsements
UGU621ACW	1002	Schedule Of Named Insured(s)
UGU618ACW	1002	Schedule Of Locations
IL0017	1198	Common Policy Conditions
UABI111ANY	1020	Productions And Budget Limitations - New York
UABI106ACW	0117	Schedule Of Feature Film Productions
UABI100ACW	0117	Schedule Of Productions
UABI105ACW	0117	Non-Insured Production Entity Exclusion
UABI101ACW	0117	Definition Of Employee
UAB100ACW	0117	Minimum Earned Premium Endorsement
IL0185	0808	New York Changes - Calculation Of Premium
IL0003	0908	Calculation of Premium
U-GU-630-ECW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
<b>Inland Marine</b>		
UABMD104ACW	0117	Commercial Inland Marine Declarations Entertainment Program
UGU619ACW	1002	Schedule of Forms and Endorsements
CM0001	0904	Commercial Inland Marine Conditions
UABM133ACW	0117	Common Conditions, Exclusions And Definitions
UABM105ACW	0117	Miscellaneous Equipment Coverage Form
UABM106ACW	0117	Props, Sets And Wardrobe Coverage Form
UABM107ACW	0117	Negative Film, Videotape And Digitized Image Coverage Form
UABM108ACW	0117	Faulty Stock, Camera And Processing Coverage Form
UABM109ACW	0117	Third Party Property Damage Coverage Form
UABM110ACW	0117	Extra Expense Coverage Form
UABM185ACW	0618	Unmanned Aircraft Endorsement
UABM112ACW	0117	Office Furniture And Fixtures And Improvements And Betterments Coverage Form
UABM165ACW	0117	Vehicle Physical Damage Limit And Rate Schedule (Non-Owned, Hired, Loaned Or Donated Land Vehicles)
UABM111ACW	1217	Vehicle Physical Damage Coverage Form
UABM115ACW	0117	Composite Rate Endorsement
UABM103ACW	0117	Loss Payable Endorsement
UABM128ACW	0117	Excluded Property Endorsement
UABM100ACW	0117	Stunt, Animal Exposure And Pyrotechnic Exclusion
CM0104	0915	New York Changes
IL0268	0114	New York Changes - Cancellation and Nonrenewal
IL0183	0808	New York Changes - Fraud Endorsement
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
<b>General Liability</b>		
UABLD100BCW	0119	Commercial General Liability Coverage Part Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
CG0001	0413	Commercial General Liability Coverage Form
CG2011	1219	Additional Insured - Managers of Lessors of Premises
CG2012	1219	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
CG2026	1219	Additional Insured - Designated Person or Organization
CG2028	1219	Additional Insured - Lessor of leased equipment
CG2404	0509	Waiver of Transfer of Rights of Recovery Against Others to Us
U-GL-1327-BCW	0413	Other Insurance Amendment - Primary And Non- Contributory
UABL128ACW	0117	Additional Insured - Owners Or Lessees Scheduled Person Or Organization Primary and Noncontributory Coverage
UABL121ACW	0117	Limited Stationary Aircraft Coverage
CG2109	0615	Exclusion - Unmanned Aircraft
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
U-GL-1178-A-CW	0703	Asbestos Exclusion
CG2147	1207	Employment Related Practices Exclusion
U-GL-1517-BCW	0413	Collection or Distribution of Material or Information in Violation of Law Exclusion
UABL101ACW	0117	Premium Rate Schedule
UABL131ACW	0117	Non-Performing Animal Exclusion
UABL102ACW	0117	Property Damage To Rented Premises Exclusion
UABL129ACW	0117	Assault And Battery Exclusion
UGL1250ACW	0905	Abusive Act Liability Exclusion
UABL122ACW	0117	Newly Acquired Or Formed Entity Exclusion
UABL107ACW	0117	Exclusion - Insureds Conducting Media, Entertainment, Or Internet Type Operations
UABL130ACW	0117	Informational Content Exclusion

# SCHEDULE OF FORMS

11/15/2022

**Insured:** Rainbow Sound, Inc.

This Schedule of Forms is attached to and made part of certificate number 1002511, as of 11/15/2022 at 11:55 AM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
UABL135ACW	0117	Media Content Exclusion
UABL137ACW	0117	Cross Suits Exclusion
UABL138ACW	0117	Personal And Advertising Injury - Exclusion Of False Arrest, Detention, Imprisonment, Libel, Slander, Right Of Privacy, Advertising Idea, And Copyright, Trademark Or Trade Secret
UABL133ACW	0117	Partnership, Joint Venture And Limited Liability Company Limitation
UABL103ANY	0517	Stunt, Pyrotechnic And Animal Exposure Exclusion - New York
CG2132	0509	Communicable Disease Exclusion
CG0104	1204	New York Changes - Premium Audit
IL0268	0114	New York Changes - Cancellation and Nonrenewal
CG2621	1091	New York Changes - Transfer of Duties When a Limit of Insurance is Used Up
UABL105ANY	0117	Commercial General Liability Changes - New York
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
<b>Automobile</b>		
U-CA-531-B	0208	Notice Regarding Terrorism Premium (for Commercial Automobile Ins)
UCAD600DNY	1021	Business Auto Declarations - New York
UGU619ACW	1002	Schedule of Forms and Endorsements
CA0112	0121	New York Changes In Business Auto And Motor Carrier Coverage Forms
CA0001	1120	Business Auto Coverage Form
CA0444	1013	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
IL0183	0808	New York Changes - Fraud Endorsement
CA0102	0498	New York Changes - For Hire Autos
CA2232	1118	New York Mandatory Personal Injury Protection Endorsement
CA2048	1013	Designated Insured

**Workers' Compensation Policy** Policy form assignment to be handled by insurance carrier.

## Excess Liability Policy

### Excess Liability

#### Notices

U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
U-GU-874-A	0611	Notice of Disclosure for Agent and Broker Compensation

#### Forms

U-SXS-104-ACW	0911	Straight Excess Liability Policy (jacket)
UGU621ACW	1002	Schedule Of Named Insured(s)
U-SXS-D-100-ACW	0911	Straight Excess Liability Policy Declarations
U-SXS-101-ANY	0912	Schedule of Underlying Insurance - New York
U-SXS-103-ACW	0911	Schedule of Forms & Endorsements
U-GU-630-ECW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
U-SXS-100-ACW	0911	Straight Excess Liability Policy
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
U-SXS-117-BCW	0514	Professional Liability Limitation Endorsement
U-EXS-115-CCW	0411	Communicable Disease Exclusion
UEXS101BCW	0411	Abuse Or Molestation Exclusion
U-EXS-312-FCW	0514	Exclusion - Recording and Distribution of Material or Information in Violation of Law
U-EXS-241-CNY	0213	New York Changes
U-SXS-120-ACW-NY	0911	Total Pollution Exclusion with Hostile Fire Exception
U-SXS-134-ANY	0912	New York Changes

## Disclaimers

This Certificate of Liability Insurance includes the Type of Insurance, Limits, and Schedule of Forms in effect as of 11/15/2022 at 11:55 AM PT. It does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy nor confer any rights upon the certificate holder. You may be required to request an updated certificate in the event of subsequent policy modifications.

The information included in this certificate that has been provided by Abacus Insurance Brokers, LLC is for your information only, and does not create a contract or agency relationship between the certificate holder or any insured and Abacus Insurance Brokers, LLC. By accepting this certificate the certificate holder acknowledges that Abacus Insurance Brokers, LLC is not the agent of the certificate holder or any insured, but is solely the agent of the listed carrier(s). Abacus Insurance Brokers, LLC makes no representation whether the coverages listed herein are appropriate for the certificate holder or any insured. Please review the listed coverages carefully and direct any questions to your broker. For a complete listing of coverages, terms, conditions and exclusions, please view the referenced Policy(s).



# Certificate Verification

Date (MM/DD/YYYY)

11/15/2022

**Insured:** Rainbow Sound, Inc.

Abacus provides an efficient website lookup tool for certificate holders to verify the authenticity of certificates of insurance.

1. Navigate to the website and input the verification code OR Scan the QR code.
2. The actual certificate issued through the Abacus Platform will download.
3. Compare the details of the downloaded certificate to the certificate presented by the client.

Website	Verification Code
<a href="http://www.abacus.net/verify-certificate">www.abacus.net/verify-certificate</a>	0L04LJH9JJ



## About Certificates Issued through the Abacus.net Platform

- Abacus requires that all certificates be issued through the Abacus Platform. Certificates issued outside of the Abacus Platform are invalid.
- Certificates may be issued through the Abacus Platform by either the named insured (if registered through the Abacus Platform) or their Abacus registered insurance broker.
- Certificates with any stray marks, cross outs or alterations of any sort are invalid.
- Each certificate is numbered and correlates to the document issued through the Abacus Platform.



# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) RAINBOW SOUND INC  23 POTTER STREET FARMINGDALE, NY 11735  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 631-752-8869  1c. Federal Employer Identification Number of Insured or Social Security Number 112530747
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Eisenhower Park East Meadow, NY 11554 United States of America	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company  3b. Policy Number of Entity Listed in Box "1a" DBL276126  3c. Policy effective period 03/13/2022 to 03/12/2023

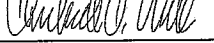
4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/16/2022 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

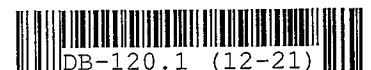
#### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.