



Certified: --

E-82-23

FILED WITH THE NASSAU COUNTY CLERK OF
THE LEGISLATURE JUNE 29, 2023 9:41AM

NIFS ID: CLPW23000010

Capital: X

Contract ID #: CQEM20000002

NIFS Entry Date: 05/08/2023

Department: Public Works

Service: On Call Disaster Management Services-Amendment #1

Term: Amendment is for additional funds only. No change to the current term.

Contract Delayed:

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

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

Vendor/Municipality Info:	
Name: CG 3PL Engineering, D.P.C	ID#:465024974
Main Address: 1305 Franklin AveGarden City, NY 11530 Contract Specific Address: 220 Old Country Road West Suite 2 Mineola< New York 11501	
Main Contact: Richard Cloutier Contract Specific Contact: Eric Boehning	
Main Phone: (516) 383-3491 Contract Specific Phone: (516) 383-3491	

Department:
Contact Name: Richard Corbett
Address: NCOEM 510 Grumman Road West Bethpage, NY 11714
Phone: (516) 573-9646
Email: ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,rdalleva@nassaucountyny.gov,ssebastian@nassaucountyny.gov

Contract Summary

Purpose: This Department proposes to increase the contractual Cap for CG-3PL , to provide continued disaster recovery planning program management services for various County departments, offices and agencies issued task orders through completion related to disasters COVID-19 federal disaster declaration for New York State, DR-4480 , American Rescue Plan (ARP) , Hurricane DR IDA DR4615, Tropical Storm Isaias DR 4567, Super Storm Sandy DR 4085 and other future needed disaster recovery planning and management services. This will allow disaster recovery efforts, capital project implementation and grants administration to continue.

Method of Procurement: Notice of the RFP was posted on the Nassau County Bid Solicitations Board. Notice of the RFP was

automatically sent out to 166 vendors via Nassau County's WebProcure system. Concurrently, on April 30, 2020, notice of the RFP was posted on New York State Contract Reporter, where it was viewed by 371 vendors. Notice of the RFP was also advertised in Newsday on April 30, 2020.

Procurement History: On the RFP due date, May 15, 2020, OEM had received 24 bid packages. The bids were handled as per County guidelines with a formal committee reviewing the responses. After thorough evaluation, CG-3PL, along with Hagerty and KPMG were selected as the most responsible bidders.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: The current maximum amount to be paid under this agreement shall not exceed \$3,750,000. Currently the contract is fully encumbered for task orders issued. The forecast for the current issued task orders is \$5,838,165 through August 31, 2025. Therefore, the requested amendment is to increase the amount under this agreement by \$3,600,000 through August 31, 2025, for a total contract maximum of \$7,350,000 through August 31, 2025. The department also requests a maximum amount of \$1,000,000 for the two year extension period. Therefore, the total maximum amount, inclusive of the two year renewal option, is 8,350,000.

Change in Contract from Prior Procurement: This Amendment will increase the Maximum Amount to be paid through 2025 by three million six hundred dollars (\$3,600,000.00) for a Total Maximum of seven million, three hundred and fifty dollars (\$7,350,000) through August 31, 2025. The department also requests a maximum amount of \$1,000,000 for the two year extension period. Therefore, the total maximum amount, inclusive of the two year renewal option, is 8,350,000.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 82001 IDA019	11	\$170,978.00
Project Number		82001						
Project Detail		IDA019						
						TOTAL	\$303,200.00	
CSW			00	PWCSWCSW	00006	PWCSWCSW 00006 35125 IDA010	09	\$9,150.00
						TOTAL	\$303,200.00	
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 82008 IDA022	12	\$33,550.00
Project Number		82008						
Project Detail		IDA022						
						TOTAL	\$303,200.00	
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 61587 IDA024	14	\$1,500.00
Project Number		61587						
Project Detail		IDA024						
						TOTAL	\$303,200.00	
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 66302 IDA001	10	\$64,172.00
Project Number		66302						
Project Detail		IDA001						
						TOTAL	\$303,200.00	
CSW			00	PWCSWCSW	00006	PWCSWCSW 00006 82020 IDA010	13	\$23,850.00
						TOTAL	\$303,200.00	

Additional Info	
Blanket Encumbrance	
Transaction	107 & 109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$303,200.00
Other	\$0.00
Total	\$303,200.00

Routing Slip

Department			
NIFS Entry	Loretta Dionisio	06/01/2023 09:17AM	Approved
NIFS Final Approval	Roseann D'Alleva	06/01/2023 12:55PM	Approved
Final Approval	Roseann D'Alleva	06/01/2023 02:24PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	06/01/2023 02:24PM	Approved
Final Approval	Roseann D'Alleva	06/01/2023 02:24PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	06/01/2023 03:14PM	Approved

Approval as to Form	Thomas Montefinise	06/05/2023 04:08PM	Approved
NIFS Approval	Mary Nori	06/09/2023 09:42AM	Approved
Final Approval	Mary Nori	06/09/2023 09:42AM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	06/01/2023 02:45PM	Approved
NIFA Approval	Irfan Qureshi	06/07/2023 03:12PM	Approved
Final Approval	Irfan Qureshi	06/07/2023 03:12PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/09/2023 03:19PM	Approved
DCE Compliance Approval	Robert Cleary	06/19/2023 03:32PM	Approved
Vertical DCE Approval	Arthur Walsh	06/23/2023 12:57PM	Approved
Final Approval	Arthur Walsh	06/23/2023 12:57PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	06/27/2023 05:37PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. - 2023

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 OFFICE OF EMERGENCY MANAGEMENT, AND CG-3PL ENGINEERING, DPC

WHEREAS, the County negotiated an amendment to a personal services agreement with CG-3PL Engineering, DPC to provide on-call disaster recovery planning and management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with CG-3PL Engineering, DPC.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this “Amendment”), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting for and on behalf of the Office of Emergency Management having its principal office at 510 Grumman Road West Bethpage, New York 11714 (the “Department”) and (ii) CG-3PL Engineering, DPC, having its principal office at 220 Old Country Rd. Suite 2, Mineola, New York 11501 (the Contractor”).

WITNESSETH:

WHEREAS, pursuant to County contract number CQEM20000002 between the County and the Contractor, executed on behalf of the County on July 17, 2020 the Firm under the Original Agreement, agreed to perform services consisting of on call disaster recovery planning program management services for various County departments, offices and agencies. Services may include, but not be limited to, those related to the County’s response to and recovery from COVID-19 pandemic and any other emergency conditions that may put risk life, health, safety, and essential public services (“the Services”). The Services are more particularly described in the “Detailed Scope of Services” and the Contractor’s “Proposal,” under the Original Agreement Appendix’s A and B.

WHEREAS, the term of the Original Agreement was to commence September 1, 2020, (the “Commencement Date”) and terminate on August 31, 2025 with the County’s sole discretion, having the right to extend the Agreement for up to two (2) additional one (1) year periods.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Three Million, Seven Hundred Fifty Thousand Dollars (\$3,750,000) (the “Maximum Amount”).

WHEREAS the County and the Contractor desire to increase the Maximum amount of the Agreement for the Services to be performed through 2025, and to quantify the amount to be paid for each the extension period; and,


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

Payment. Section 3 shall be revised to increase the Maximum Amount to be paid through 2025 by three million six hundred y qwucpf "dollars (\$3,600,000.00) for a Total Maximum of seven million, three hundred fifty"j qwucpf dollars (\$7,350,000) through August 31, 2025. The maximum amount to be paid for the cumulative extension period, two years in total, shall be one million dollars (\$1,000,000). "Vj g'co gpf gf "vqcn" o czko wo "co qwpv."lpenukxg"qh'y g'y q" { gct'tgpgy cñqr vqp."ku'gki j v'o knkqp"y tgg" j wpf tgf "hkm" "j qwucpf "f qmctu"& .572.222+"\$Co gpf gf "Vqcn"O czko wo "Co qwpv\$+0"

All the terms and conditions of the Original Agreement not expressly amended by this Amendment No. 1 shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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

CG-3PL Engineering, DPC

By: 
Name: Richard Cloutier
Title: President
Date: 12/19/22

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~) Florida

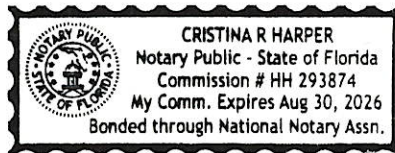
)ss.:

COUNTY OF ~~NASSAU~~) Miami-Dade

On the 19th day of December in the year 2022 before me personally came Richard Cloutier 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 President of CG-3PL Engineering, D.P.C., 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

Cristina R Harper



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2020 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is 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

i

i

10. Compliance with Law.


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

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

(e) 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

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.



Signature

Richard Cloutier, President

Printed Name and Title

12/19/2022

Date



Nassau County Interim Finance Authority

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

1. Vendor: CG|3PL Engineering, D.P.C

2. Amount requiring NIFA approval: \$4,600,000.00

Amount to be encumbered: \$303,200.00

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: to Amendment is for additional funds only. No change to the current term.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	80	
State %	0	
County %	20	

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? Yes

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:

This Department proposes to increase the contractual Cap for CG-3PL, to provide continued disaster recovery planning program management services for various County departments, offices and agencies issued task orders through completion related to disasters CoVID-19 federal disaster declaration for New York State, DR-4480, American Rescue Plan (ARP), Hurricane DR IDA DR4615, Tropical Storm Isaias DR 4567, Super Storm Sandy DR 4085 and other future needed disaster recovery planning and management services. This will allow disaster recovery efforts, capital project implementation and grants administration to continue.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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AUTHORIZATION

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

IQURESHI

06/07/2023

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: _____

CONTRACTOR ADDRESS: _____

FEDERAL TAX ID #: _____

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 August 27, 2020 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after On the RFP due date, May 15, 2020, OEM had received 24 bid packages. The bids were handled as per County guidelines with a formal committee reviewing the responses. Six people from the CE's office, OMB, OEM and DPW comprised the Committee. After thorough evaluation, CG-3PL, along with Hagerty and KPMG were selected as the most responsible bidders. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

Roseann DALLEVA

Department Head Signature

Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Martins for County Executive
Labriola for Comptroller
Friends of Ed Mangano

1 File(s) uploaded: Exhibit A_CG-3PL_04-09-2020.pdf

Electronically signed and certified at the date and time indicated by:
Richard Cloutier [RCLOUTIER@ARDURRAGROUP.COM]

Dated: 05/31/2023 10:02:14 pm

Vendor: CG|3PL Engineering, D.P.C

Title: President

Exhibit A



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? If yes, to what campaign committee?

Labriola for Comptroller
Martins for County Executive
Friends of Ed Mangano

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

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

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

Vendor: CG-3PL Engineering, DPC

Dated: 04/08/2020

Signed: 

Print Name: Richard Cloutier, P.E.

Title: President

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: Richard Cloutier
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 220 old country road west
City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country: US
Telephone: 5165707285

Other present address(es): 3012 26th Street
City: Metairie State/Province/Territory: NY Zip/Postal Code: 11501
Country: US
Telephone: 504-454-3866

List of other addresses and telephone numbers attached

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

President	01/28/2014	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

100% Ownership

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.

See attached document

1 File(s) uploaded: Principal_CG-3PL_Cloutier_04-09-2020.pdf

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

See attached document

1 File(s) uploaded: Principal_CG-3PL_Cloutier_04-09-2020.pdf

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

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

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

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

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

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.

See attached document

1 File(s) uploaded: Principal_CG-3PL_Cloutier_04-09-2020.pdf

I, Richard Cloutier , 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, Richard Cloutier , 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.

CG|3PL Engineering, D.P.C.

Name of submitting business

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

Richard Cloutier RCLOUTIER@ARDURRAGROUP.COM

President

Title

03/21/2023 02:16:43 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Richard Cloutier
Date of birth 07 / 05 / 1958
Home address 93 North Point Drive
City/state/zip Holmes Beach, FL 34211
Business address 1305 Franklin Ave., Ste. 210
City/state/zip Garden City, NY 11530
Telephone 516-570-7285
Other present address(es) 3012 26th Street
City/state/zip Metairie, LA 7002
Telephone 504-454-3866
List of other addresses and telephone numbers attached

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

President 1 / 28 / 2014 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other)

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

YES X NO If Yes, provide details. 100% Ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ; If Yes, provide details.

KC Engineering & Construction Services, LLC- Board Member
Ardurra Group, Inc. fka King Engineering Associates, Inc.- Vice President, Board Member
Henry Von Oesen & Associates, Inc. dba CTT- Vice President
Ardurra Group Holdings, LLC- Managing Principal
3PL Consulting, Inc.- President
BCG Engineering & Consulting, Inc.- President

Rev. 3-2016

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. Sea Gate Association (Brooklyn) Services: Program & Construction Management
NYS GOSR (NYS) Services: Project Management

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 details for each such instance.
 - 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 details for each such instance.
 - 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 details for each such instance.
 - 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 details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - 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 details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. 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 details for each such investigation.
10. 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 details for each such investigation.
11. 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 details for each such instance.
12. 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 details for each such year.

CG-3PL's NYC Tax filing for 2016 was filed late, but there are no outstanding returns or debts to NYC at this time.

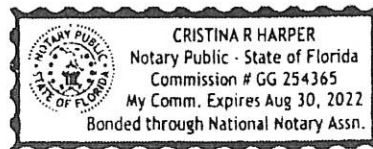
CERTIFICATION

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I, Richard Cloutier, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of April 2020

Cristina R. Harper
Notary Public



CG-3PL Engineering, D.P.C.
Name of submitting business

Richard Cloutier
Print name

[Signature]
Signature

President
Title

04 / 08 / 2020
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: 05/31/2023

1) Proposer's Legal Name: CG-3PL Engineering, DPC

2) Address of Place of Business: 220 Old Country Road West

City: Mineola State/Province/
Territory: NY Zip/Postal
Code: 11501

Country: US

Address: 1305 Franklin Ave

City: Garden City State/Province/
Territory: NY Zip/Postal
Code: 11530

Country: US

Start Date: _____ End Date: _____

Address: 3012 26th Street

City: Metairie State/Province/
Territory: LA Zip/Postal
Code: 70002

Country: US

Start Date: _____ End Date: _____

Address: 5813 Citrus Blvd Suite 200

City: Harahan State/Province/
Territory: LA Zip/Postal
Code: 70123

Country: US

Start Date: _____ End Date: _____

- 3) Mailing Address (if different): 4921 Memorial Hwy Suite 300
- City: Tampa State/Province/Territory: FL Zip/Postal Code: 33634
- Country: US
- Phone: (516) 570-7285
- Does the business own or rent its facilities? R If other, please provide details:
- 4) Dun and Bradstreet number: [REDACTED]
- 5) Federal I.D. Number: [REDACTED]
- 6) The proposer is a: Corporation (Describe)
- 7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☒ NO ☐ If yes, please provide details:

See attached document
- 1 File(s) uploaded: Bus History_CG-3PL_05-31-2023.pdf
- 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:

See attached document
- 1 File(s) uploaded: Bus History_CG-3PL_05-31-2023.pdf
- 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.

CG-3PL will disclose any real or received conflict of interest immediately.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/28/0014

- 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.

See attached document

1 File(s) uploaded: Bus History_CG-3PL_05-31-2023.pdf

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

See attached document

1 File(s) uploaded: Bus History_CG-3PL_05-31-2023.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

2

vi) Annual revenue of firm;

1629842

vii) Summary of relevant accomplishments

See attached form

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

1 File(s) uploaded: Bus History_CG-3PL_05-31-2023.pdf

B. Indicate number of years in business.

6

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

See attached document

1 File(s) uploaded: Bus History_CG-3PL_05-31-2023.pdf

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 East Richland County Public Service District

Contact Person Larry Brazell

Address 7704 Ross Road

City Columbia

State/Province/Territory SC

Country US

Telephone (803) 788-1570

Fax #

E-Mail Address lbrazell@ercpsd.net

Company St. Bernard Parish Government

Contact Person Hillary Nunez

Address	8201 W Judge Pere Drive		
City	Chalmette	State/Province/Territory	LA
Country	US		
Telephone	(504) 278-4317		
Fax #			
E-Mail Address	hnunez@sbgp.net		

Company	Louisiana Land Trust		
Contact Person	Mike Taylor		
Address	11601 Southform, Suite D		
City	Baton Rouge	State/Province/Territory	NY
Country	US		
Telephone	(225) 395-0777		
Fax #			
E-Mail Address	mtaylor@lalandtrust.us		

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

CERTIFICATION

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Name of submitting business: CG-3PL Engineering, DPC

Electronically signed and certified at the date and time indicated by:
Richard Cloutier RCLOUTIER@ARDURRAGROUP.COM

President

Title

05/31/2023

Date

Attachments to Business History Form-

1. Chart of Affiliates
2. Certificate of Incorporation
3. Additional Information
4. Certificate of Authorization to provide Engineering Services in New York State
5. License Verification
6. 2016-2019 Statement of Income and Loss
7. Dunn & Bradstreet Business Credit Report

KC Engineering
owns Ardurra

KC Engineering &
Construction LLC

CG-3PL
Engineering, DPC

Ardurra owns all of
the companies
below it.

Ardurra Group, Inc.
fka King Engineering
Associates, Inc.

CG-3PL is affiliated with KC
Engineering & Construction LLC
through common ownership

CG|3PL is
associated with KC
Engineering, the
holding company
for Ardurra. This is
through common
owner ship by Rick
Cloutier

Ardurra Group
Holdings, LLC

LVN, LLC

Henry Von Oesen &
Associates, Inc. dba Criser
Troutman Tanner
Consulting Engineers

Anderson Penna
Partners, Inc.

Design South
Professionals,
Inc.

BCG Engineering
&
Consulting, Inc.

3PL Consulting,

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

Should the bidder/proposer be other than an individual, the bid/proposal MUST include:

- i) **Date of formation;**
01/28/2014
- ii) **Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;**

Richard Cloutier, President
603 North Point Dr.
Holmes Beach, FL 34217
100% Ownership

- iii) **Name, address and position of all officers and directors of the company;**

Richard Cloutier, President
603 North Point Dr.
Holmes Beach, FL 34217

- iv) **State of incorporation (if applicable);**

New York

- v) **The number of employees in the firm;**

2

- vi) **Annual revenue of firm;**

\$1,629,842 (2019)

- vii) **Summary of relevant accomplishments**

CG-3PL Engineering, DPC is currently providing these services to Nassau County. This would allow for continuity in performance.

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

Please see attached Certificate of Incorporation in the State of New York and Certificate of Authorization to provide Professional Engineering Services in New York State.

- B. Indicate number of years in business.**

6+ years

- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.**

CG-3PL Engineering, DPC is currently providing these services to Nassau County. This would allow for continuity in performance.

CERTIFICATE OF INCORPORATION
OF
CG-3PL ENGINEERING D.P.C.

Under Section 1503 of the
Business Corporation Law
of the State of New York

The undersigned, a natural person of the age of eighteen years or over, desiring to form a design professional corporation pursuant to the provisions of the Business Corporation Law of the State of New York, does hereby certify: .

FIRST: The name of the design professional corporation shall be CG-3PL ENGINEERING D.P.C. (hereinafter the "Corporation").

SECOND: The Corporation shall practice the profession of Engineering.

THIRD: The county within this state in which the office of the Corporation is to be located is New York County.

FOURTH: The total number of shares which the Corporation shall have the authority to issue is 200 shares no par value.

FIFTH: The Secretary of State is designated as agent of the Corporation upon whom process against it may be served. The address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him or her is:

CG-3PL Engineering D.P.C.
Attn.: Daniel M. Gerrity
5813 Citrus Blvd., Suite 200
Harahan, LA 70123

SIXTH: A Certificate of Authority to provide engineering services in New York State issued by the New York State Education Department is attached to this Certificate of Incorporation.

SEVENTH: The names and residence addresses of all individuals who are to be the original shareholders, directors and officers of the Corporation are:

RICHARD ALAN CLOUTIER
801 Fern Street
Anna Maria, FL 34215-0455

DANIEL M. GERRITY
559 Gregory Lane
Devon, PA 19333

EIGHTH: The profession of each original shareholder, director, and officer who is a design professional is as follows:

RICHARD ALAN CLOUTIER
Professional Engineer
License No: 093415

DANIEL M. GERRITY
Professional Engineer
License No: 089214

NINTH: The ownership interest of each original shareholder is as follows:

RICHARD ALAN CLOUTIER: Fifty-Percent (50%) ownership

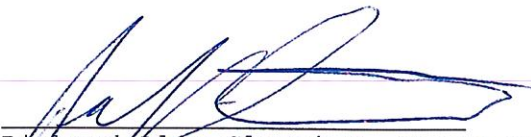
DANIEL M. GERRITY: Fifty-Percent (50%) ownership

TENTH: The names of the original officers and directors who are the president, the chairperson of the board of directors and the chief executive officer or officers of the Corporation are:

RICHARD ALAN CLOUTIER
Chairperson of the Board of Directors and President

DANIEL M. GERRITY
Chief Executive Officer and Director

IN WITNESS WHEREOF, I have subscribed and acknowledged this certificate and affirmed as true the statements made herein this 28th day of January 2014.



Richard Alan Cloutier, Incorporator
801 Fern Street
Anna Maria, FL 34215-0455

AGREEMENT AND ACKNOWLEDGEMENT

THIS AGREEMENT AND ACKNOWLEDGMENT (this “Acknowledgment”) dated as of May 15, 2020, is by and among CG-3PL Engineering D.P.C., a New York Design Professional Corporation (the “Corporation”), Ardurra Group, Inc., a Florida corporation, as successor in interest to King Engineering Associates, Inc., a Florida corporation (“Ardurra”), and Richard Cloutier (the “Shareholder”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement of Shareholders dated October 18, 2017 by and among the Corporation, Ardurra and the shareholders of the Corporation (the “Shareholders’ Agreement”).

WITNESSETH:

WHEREAS, as of the date of the Shareholders’ Agreement, there were 200 shares of the Corporation’s common stock issued and outstanding, 100 of which shares were owned by the Shareholder and 100 of which shares were owned by Daniel Gerrity;

WHEREAS, Ardurra and the Corporation are parties to that certain Professional Business Management Agreement; and

WHEREAS, on May 28, 2019, Daniel Gerrity sold, assigned and transferred to the Corporation 100 shares of the Corporation’s common stock, such that from and after such date, the only remaining shareholder of the Corporation has been the Shareholder.

ARTICLE 1 ACKNOWLEDGEMENT AND AGREEMENT

Each of the Corporation, Ardurra and the Shareholder hereby acknowledges and agrees that the Shareholder is the sole shareholder of the Corporation and that all references within the Shareholders’ Agreement to any other shareholder(s) of the Corporation shall be disregarded for all purposes unless and until any other person acquires shares of capital stock of the Corporation in accordance with the terms of the Shareholders’ Agreement.

ARTICLE 2 GENERAL PROVISIONS

2.1 Remainder of Shareholders’ Agreement

Except as expressly set forth herein, this Acknowledgment shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Shareholders’ Agreement, all of which shall continue to be in full force and effect.

2.2 General Provisions

The provisions of Sections 22 and 23 of the Shareholders’ Agreement shall apply to this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on its behalf as of the day and year first above written.


CORPORATION:

CG-3PL ENGINEERING D.P.C.

By: _____
Name:
Title:

ARDURRA:

ARDURRA GROUP, INC.

By:  _____
Name: Christopher Lee
Title: Secretary

SHAREHOLDER:

Richard Cloutier

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

CORPORATION:

CG-3PL ENGINEERING D.P.C.

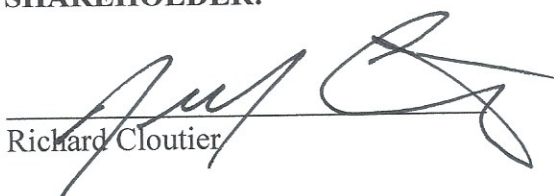
By: 
Name: **RIK CLOUTIER**
Title: **PRESIDENT**

ARDURRA:

ARDURRA GROUP, INC.

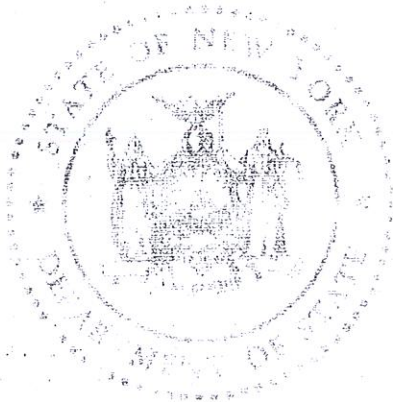
By: _____
Name:
Title:

SHAREHOLDER:


Richard Cloutier

State of New York
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of CG-3PL ENGINEERING INC. D.P.C. was filed on 01/30/2014, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



✱✱✱

*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 12th day of January two
thousand and sixteen.*

Anthony Scardino

Executive Deputy Secretary of State



Office of the Professions

Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

Business Entity Information *

04/07/2020

Name : CG-3PL ENGINEERING DPC

Street Address :

1305 FRANKLIN AVENUE

SUITE 210

GARDEN CITY, NY 115300000

Business Entity : Design Professional Service Corporation

PSC # : 104328

Initial Filing Date : 01/30/14

Current through : 12/31/22

Certificate of Authorization to provide Professional Engineering Services in New York State :

YES CERT# 0016915 EXPIRES 12/22

Officers, Directors, Shareholders : Click on license number link to the left of professional's name for detailed information.

[093415](#) CLOUTIER RICHARD ALAN -

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to establishment list.
- You may [search](#) to see if there has been recent disciplinary action against this registered establishment.



CG-3PL ENGINEERING INC D.P.C.
Statement of Income & Loss

	2019	2018	2017	2016
Net Revenue	\$1,629,842	\$3,500,042	\$3,161,704	\$4,755,534
Direct Cost of Sales	<u>569,477</u>	<u>1,639,941</u>	<u>2,178,883</u>	<u>4,640,223</u>
Gross Profit	1,060,365	1,860,101	982,822	115,311
Indirect & Overhead Costs	<u>155,245</u>	<u>298,118</u>	<u>349,322</u>	<u>592,119</u>
Operating Profit	905,120	1,561,983	633,500	-476,807
Other (Income)/Expense	<u>35,736</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net (Loss) Income	<u>\$869,384</u>	<u>\$1,561,983</u>	<u>\$633,500</u>	<u>(\$476,807)</u>

Business Information Report On Demand

CG-3PL ENGINEERING D.P.C.

D-U-N-S: 07-625-8021
ADDRESS: 220 Old Country Rd, Mineola, NY, 11501, United States
Date: 05/19/2023

RISK ASSESSMENT

SCORES AND RATINGS				
Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 1,050,000	UNAVAILABLE	49 MODERATE RISK	28 MODERATE RISK	5 MODERATE RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW

LOW-MODERATE

MODERATE

MODERATE-HIGH

HIGH

Maximum Credit Recommendation

US\$ 1,050,000

The recommended limit is based on a low-moderate probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION
- Based on the predicted risk of business discontinuation: LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the predicted risk of severely delinquent payments: MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

We are unable to display Paydex® data for this company. Please try again at a later time. If the problem persists, please call 1-866-584-0283.

PAYDEX®

Based on 24 months of data

We are unable to display Paydex® data for this company. Please try again at a later time. If the problem persists, please call 1-866-584-0283.

DELINQUENCY PREDICTOR SCORE

49

Low Risk (100)

High Risk (1)

Based on a D&B Delinquency Predictor Percentile of 6

- No payment experiences reported
- Higher risk region based on delinquency rates for this region
- Limited time under present management control
- Higher risk industry based on delinquency rates for this industry

Level of Risk
MODERATE

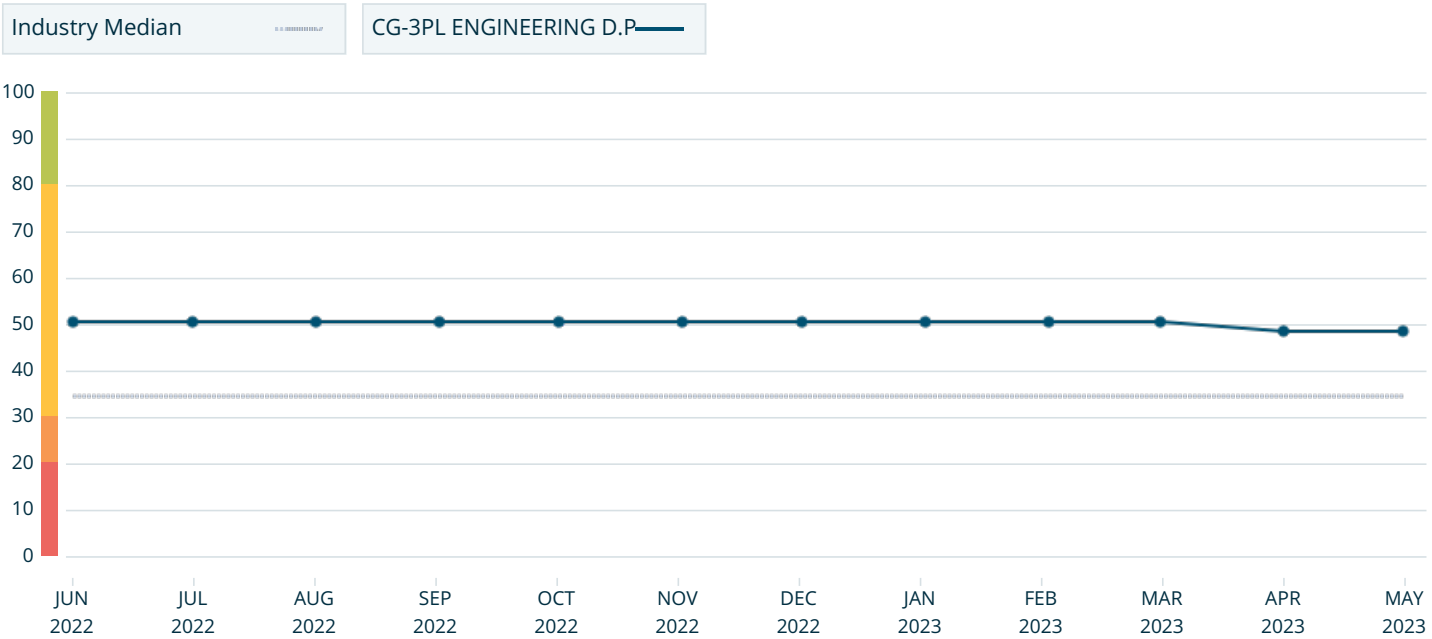
Raw Score
496

Probability of Delinquency
6.21%

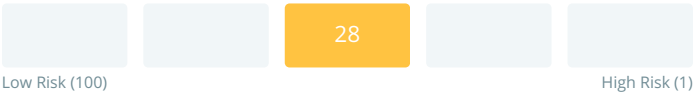
Compared to Businesses in D&B
10.2%

Business and Industry Trends

8711 - Engineering services



FINANCIAL STRESS SCORE



Based on a D&B Financial Stress Percentile of E

- No payment experiences
- UCC Filings reported
- Limited time under present management control

Level of Risk
MODERATE

Raw Score
1433

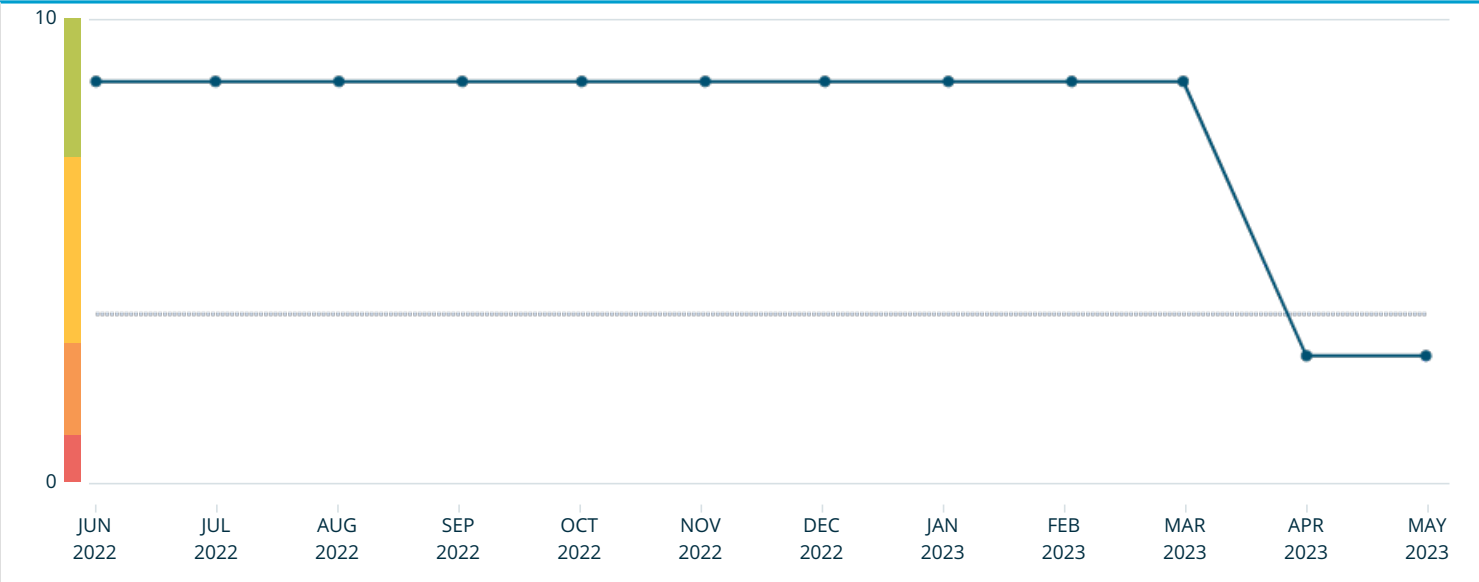
Probability of Failure
0.52%

Compared to Businesses in D&B
0.48%

Business and Industry Trends

8711 - Engineering services





SUPPLIER EVALUATION RISK RATING



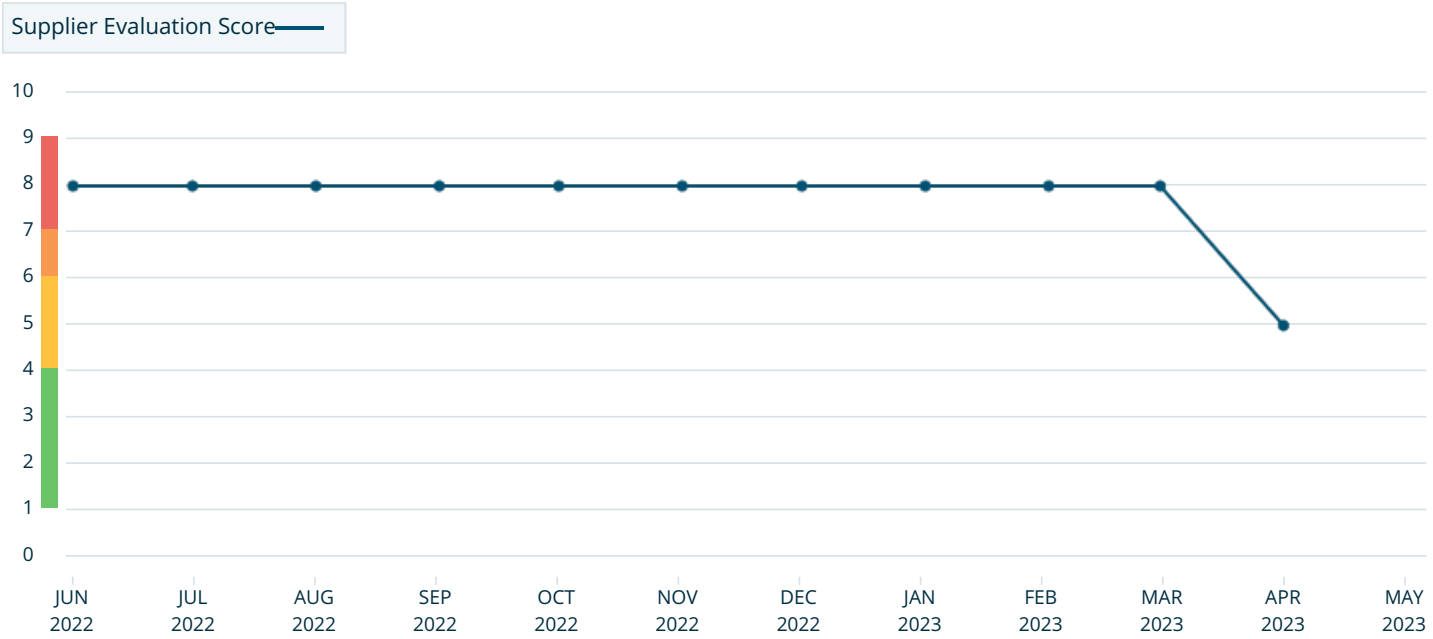
Based on a Supplier Evaluation Risk Rating of 5

Factors Affecting Your Score

- No payment experiences reported
- Limited time in business
- UCC Filings reported
- Business belongs to a region with above average risk of ceasing operations or becoming inactive
- Limited business activity signals reported in the past 12 months
- Financial statements not reported

Business and Industry Trends

8711 - Engineering services



D&B RATING

Current Rating as of 07-23-2020

Special Rating

--: Undetermined

TRADE PAYMENTS

TRADE PAYMENTS SUMMARY	Based on 24 months of data
We are unable to display Trade Payments Summary data for this company. Please try again at a later time. If the problem persists, please call 1-866-584-0283.	

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	UNAVAILABLE	UNAVAILABLE	UNAVAILABLE
50,000 - 100,000	UNAVAILABLE	UNAVAILABLE	UNAVAILABLE
15,000 - 49,999	UNAVAILABLE	UNAVAILABLE	UNAVAILABLE
5,000 - 14,999	UNAVAILABLE	UNAVAILABLE	UNAVAILABLE
1,000 - 4,999	UNAVAILABLE	UNAVAILABLE	UNAVAILABLE
UNDER 1,000	UNAVAILABLE	UNAVAILABLE	UNAVAILABLE

TRADE PAYMENTS BY INDUSTRY
We are unable to display Trade Payments By Industry data for this company. Please try again at a later time. If the problem persists, please call 1-866-584-0283.

TRADE LINES
We are unable to display Trade Lines data for this company. Please try again at a later time. If the problem persists, please call 1-866-584-0283.

EVENTS

LEGAL EVENTS			
The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.			
SUITS	JUDGEMENTS	LIENS	UCC FILINGS
TOTAL 0	TOTAL 0	TOTAL 0	TOTAL 1
LAST FILING DATE -	LAST FILING DATE -	LAST FILING DATE -	LAST FILING DATE 02/01/2023

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS	
UCC Filing - Original	
Filing Date	2023-02-01
Filing Number	2302018048838
Received Date	2023-02-28
Collateral	Inventory and proceeds - Account(s) and proceeds - Fixtures and proceeds - General intangibles(s) and proceeds - and OTHERS
Secured Party	ARDURRA GROUP, INC., TAMPA, FL
Debtors	CG-3PL ENGINEERING D.P.C.
Filing Office	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

COMPANY EVENTS
The following information was reported on: 04-27-2022
The New York Secretary of State shows that CG-3PL ENGINEERING D.P.C. was registered as a corporation on JANUARY 30, 2014 via registration ID 4521846.
Business started 2014.

RICK CLOUTIER. Antecedents not available.

SPECIAL EVENTS

There are no special events recorded for this business.

Financials

D&B currently has no financial information on file for this company.

COMPANY PROFILE

COMPANY OVERVIEW		
D-U-N-S 07-625-8021	Mailing Address 220 Old Country Rd, Mineola NY 11501, US	Annual Sales -
Business Form Corporation (US)	Telephone (516) 570-7285	Employees 585
Date Incorporated -	Fax -	Age (Year Started) 9 years (2014)
State of Incorporation New York	Website -	Named Principal RICK CLOUTIER, PRIN
Ownership -	Line of Business Engineering services	SIC 8711

OWNERSHIP

This business is not currently a part of a family tree.

COUNTY OF NASSAU

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

1. Name of the Entity: CG-3PL Engineering, DPC

Address: 220 Old Country Road West

City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

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

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

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.

Richard Cloutier, President
4921 Memorial Highway Suite 300
Tampa, FL 33634

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.

Ardurra Group, Inc

3 File(s) uploaded: AGI Attachment A.pdf, Business Flow Chart.pdf, CCVD_591782900_06_28_2021.PDF

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

The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

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

Richard Cloutier [RCLOUTIER@ARDURRAGROUP.COM]

Dated: 05/31/2023 10:04:59 pm

Title: President

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

COUNTY OF NASSAU

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

1. Name of the Entity: Ardurra Group, Inc.

Address: 4921 memorial highway, Suite 300

City: Tampa State/Province/Territory: FL Zip/Postal Code: 33634

Country: US

2. Entity's Vendor Identification Number: ██████████

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

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

1 File(s) uploaded AGI Attachment A.pdf

No principals have been attached to this form.

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

If none, explain.

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

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

none

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

--

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

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

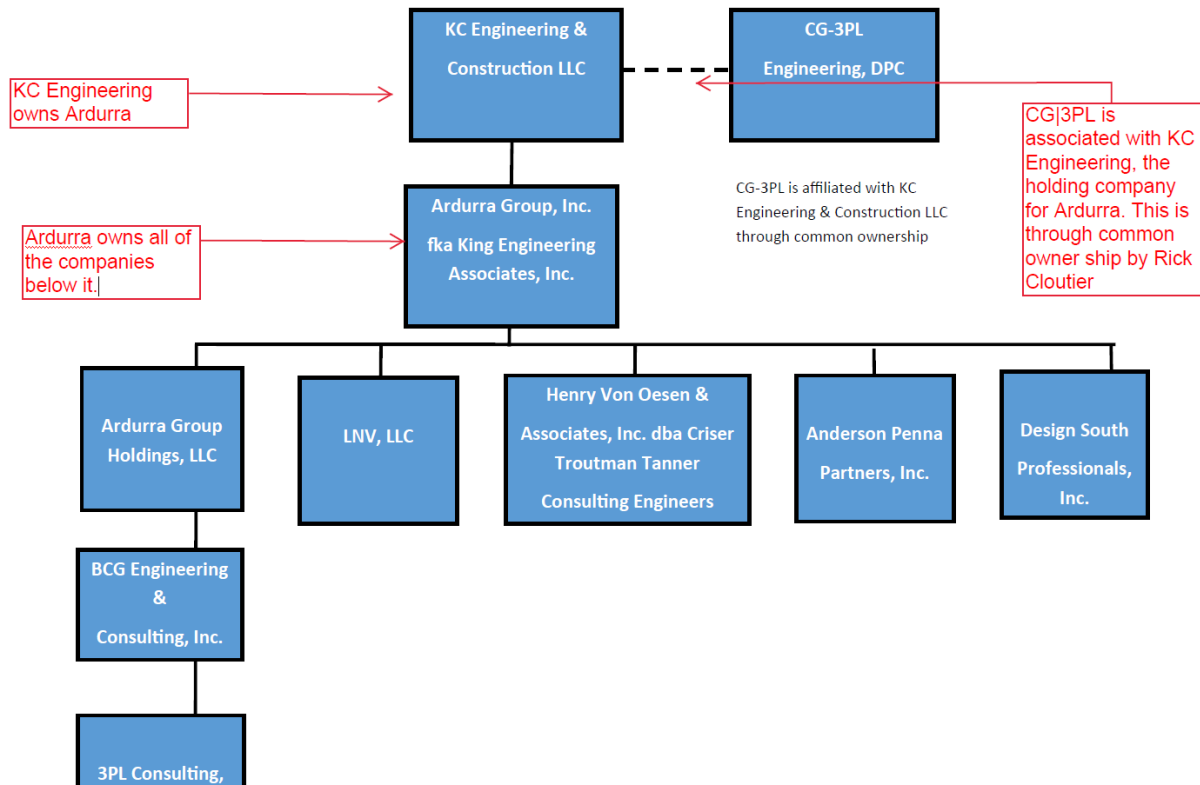
Electronically signed and certified at the date and time indicated by:

Kurt Zmich [KZMICH@ARDURRA.COM]

Dated: 06/28/2021 02:23:20 PM

Title: Chief Operating Officer

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.



Attachment A: Officers and Directors

February 4, 2020

Address for all Officers and Directors: 4921 Memorial
Hwy, STE 300, Tampa, FL 33634

Engineering Officers and Directors

KC Engineering & Construction Services, LLC:

- **Officers:**
 - Ernesto Aguilar CEO and President
 - Catherine Cahill CFO and Treasurer
 - Ashley Chang Vice President
 - Chris Lee Secretary and Senior Vice President
- **Board:**
 - Christopher Lee
 - Anthony Brindisi
 - Christopher Kuzler
 - Richard Cloutier
 - Ernesto Aguilar
 - Jim Bishop
 - Rob Costello

Ardurra Group, Inc.:

- **Officers:**
 - Ernesto Aguilar CEO and President
 - Catherine Cahill CFO and Treasurer
 - Christopher Lee Secretary
 - Ashley Chang Senior Vice President
 - Jeffrey Stouten Vice President
 - Clark Lohmiller Assistant Vice President
 - Richard Cloutier Vice President
 - Michael Ross Assistant Vice President
 - Alexandra Smith Assistant Vice President
 - Lisa Penna Vice President
- **Board:**
 - Christopher Lee
 - Anthony Brindisi
 - Christopher Kuzler
 - Richard Cloutier
 - Ernesto Aguilar
 - Jim Bishop
 - Rob Costello

Ardurra Group Holdings, LLC:

- **Sole Manager** – Ardurra Group, Inc.
- **Officers:**
 - Ernesto Aguilar CEO and President
 - Catherine Cahill CFO and Treasurer
 - Ashley Chang Vice President
 - Christopher Lee Secretary

BCG Engineering & Consulting, Inc.:

- **Officers:**
 - Ernesto Aguilar CEO and President

- Catherine Cahill CFO and Treasurer
 - Ashley Chang Vice President
 - Christopher Lee Secretary
- **Board:**
 - Christopher Lee

3PL Consulting, Inc.:

- **Officers:**
 - Ernesto Aguilar CEO and President
 - Catherine Cahill CFO and Treasurer
 - Ashley Chang Vice President
 - Christopher Lee Secretary
- **Board:**
 - Christopher Lee

Henry Von Oesen & Associates, Inc. (CTT):

- **Officers:**
 - Ernesto Aguilar CEO and President
 - Catherine Cahill CFO and Treasurer
 - Richard Cloutier Vice President
 - Mark Weiss Vice President
 - Christopher Lee Secretary
 - David Criser Vice President
 - Jeffrey Tanner Vice President
 - Jeffrey Troutman Vice President
 - Ashley Chang Vice President
- **Board:**
 - Christopher Lee

AndersonPenna Partners, Inc.:

- **Officers:**
 - Ernesto Aguilar Chief Executive Officer
 - Catherine Cahill CFO and Treasurer
 - Christopher Lee Secretary
 - Ashley Chang Vice President
 - Lisa Penna Vice President
 - Dino D'Emilia Vice President
- **Board:**
 - Christopher Lee

Design South Professionals, LLC:

- **Sole Manager** – Ardurra Group, Inc.
- **Officers:**
 - Ernesto Aguilar Chief Executive Officer
 - Catherine Cahill CFO and Treasurer
 - Christopher Lee Secretary
 - Ashley Chang Vice President
 - Charles Joye Vice President
 - Joe Greenburg Vice President

LNV, LLC:

- **Sole Manager** – Ardurra Group, Inc.
- **Officers:**
 - Ernesto Aguilar Chief Executive Officer & President
 - Catherine Cahill CFO and Treasurer
 - Christopher Lee Secretary
 - Ashley Chang Vice President
 - Dan S. Leyendecker Vice President
 - Derek E. Naiser Vice President
 - Robert M. Viera Vice President



ARDURRA-01

KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2023

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Valley Forge Insurance Company A(XV)		20508
INSURED CG-3 PL Engineering D.P.C. 4921 Memorial Highway Suite 300 Tampa, FL 33634	INSURER B : National Fire Insurance Company of Hartford A(XV)		20478
	INSURER C : Continental Insurance Company A(XV)		35289
	INSURER D : National Fire & Marine Insurance Company		20079
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6075640222	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input checked="" type="checkbox"/> Contractual Liab.		MED EXP (Any one person) \$ 15,000				
	<input type="checkbox"/>		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			6075640236	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/>		PROPERTY DAMAGE (Per accident) \$				
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6075640270	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 15,000,000				
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$				
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6075640267	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Professional Liab.			42-EPP-306878-05	1/1/2023	1/1/2024	Per Claim/Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ON-CALL PROGRAM MANAGEMENT SERVICES

Nassau County is included as additional insured with respect to General Liability per forms CNA75079XX (1-15) and CNA74858XX (1-15), Automobile Liability per form SCA 23 500D09, and Umbrella Liability per form CNA75504XX (03-2015) when required by written contract. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Nassau County 1550 Franklin Ave, Suite 220 Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED CG-3 PL Engineering D.P.C. 4921 Memorial Highway Suite 300 Tampa, FL 33634
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
over General Liability, Automobile Liability and Employers' Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation, Umbrella Liability, and Professional Liability policies in accordance with policy terms and conditions.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: May 5, 2023

SUBJECT: On Call Program Management
Contract No. CQEM20000002
Amendment for Contract Cap Raise

With reference to CQEM20000002, this Department proposes to increase the contractual Cap for CG-3PL, to provide continued disaster recovery planning program management services for various County departments, offices and agencies issued task orders through completion related to disasters **COVID-19 federal disaster declaration for New York State, DR-4480**, American Rescue Plan (ARP), Hurricane DR IDA DR4615, **Tropical Storm Isaias DR 4567**, Super Storm Sandy DR 4085 and other future needed disaster recovery planning and management services. This will allow disaster recovery efforts, capital project implementation and grants administration to continue. The original contract, to CQEM20000002, expires August 31, 2025, which may be renewed at the County's sole discretion, under the same terms and conditions, for up to two (2) additional one (1) year periods.

The current maximum amount to be paid under this agreement shall not exceed \$3,750,000. Currently the contract is fully encumbered for task orders issued. The forecast for the current issued task orders is \$5,838,165 through August 31, 2025. Therefore, the requested amendment is to increase the maximum amount to be under this agreement by \$3,600,000 through August 31, 2025, for a total contract maximum of \$7,350,000 through August 31, 2025. This increase reflects the addition of \$500,000 per year for future disaster services for 2023-2025. The department also requests a maximum amount to be paid of \$500,000 for each one (1) year extension period.

It is the intent of the Department to utilize this proposed amendment to complete ongoing recovery efforts related to preparing and maintaining financial records, correspondence and project related expenditure and reimbursement reports for submission and inspection by funding agencies and third-party auditors in accordance with grant agreement and federal and state reporting requirements.

Funds continue to be available from the appropriate Capital Projects and Operating Funds. Additionally, the RFP was developed so that, where feasible, the costs associated with program will be reimbursed, if allowable, by the funding agency.

With your concurrence, the Department will process the amendment for the extension of this on call agreement through the appropriate approvals with an additional encumbrance of \$303,200 in the following Capital Projects:



Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

May 5, 2023

Page two

SUBJECT: On Call Program Management
Contract No. CQEM20000002
Amendment for Contract Cap Raise

35125	9,150.00
61587	1,500.00
66302	64,172.00
82001	170,978.00
82008	33,550.00
82020	23,850.00
	303,200.00

Following your approval, or disapproval, we will proceed accordingly.



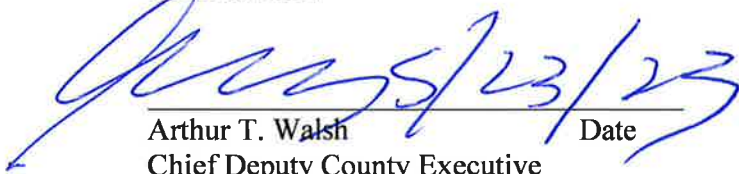
Kenneth G. Arnold
Commissioner

KGA:RD:las

c: Roseann D'Alleva, Deputy Commissioner
Christopher Nolan, Deputy Budget Director
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Services Unit

APPROVED:

DISAPPROVED:



Arthur T. Walsh
Chief Deputy County Executive

Date

Arthur T. Walsh
Chief Deputy County Executive

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Eric Boehning

Sr. Project Manager

5/9/23

Name and Title of Authorized Representative

m/d/yy


Signature

5/9/23

Date

CG|3PL Engineering, D.P.C.

Name of Organization

1305 Franklin Ave., Ste. 210 Garden City, NY 11530

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**E-115-20**

Certified:

NIFS ID:CQEM20000002 Department: Emergency Management**Capital:**

SERVICE: On-Call Disaster Management Services

Contract ID #:CQEM20000002

NIFS Entry Date: 22-JUL-20

Term: from 01-SEP-20 to 31-AUG-25

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

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

Vendor Info:	
Name: CG-3PL	Vendor ID# [REDACTED]
Address: 1305 Franklin Avenue, Suite 210 Garden City, NY 11530	Contact Person: Rick Cloutier
	Phone: 516 570 7285

Department:
Contact Name: Susan Park
Address: NCOEM 510 Grumman Road West Bethpage, NY 11714
Phone: 516 573 9642

Routing Slip

Department	NIFS Entry: X	23-JUL-20 -- SPARK
Department	NIFS Approval: X	23-JUL-20 -- SPARK
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	23-JUL-20 -- CNOLAN
OMB	NIFS Approval: X	23-JUL-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	23-JUL-20 -- NSARANDIS
County Atty.	Approval to Form: X	23-JUL-20 -- JDELLE

CPO	Approval: X	24-JUL-20 -- KOHAGENCE
DCEC	Approval: X	24-JUL-20 -- JCHIARA
Dep. CE	Approval: X	24-JUL-20 -- TFOX
Leg. Affairs	Approval/Review: X	27-JUL-20 -- JSCHANTZ
Legislature	Approval: X	04-AUG-20 -- CALBERT
Comptroller	Deputy: X	26-AUG-20 -- JSCHOEN
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: Nassau County needs one or more On-Call Disaster Management Services consultants to guide its various Departments, Offices and Agencies in navigating, applying to and managing recovery programs to optimally gain reimbursement funding from New York State and federal grant. Alongside the management and administrative support of recovery reimbursement mechanisms, On-Call Disaster Management Services may include capital project management and/or related grant management services for such projects. At this current time, On-Call Disaster Management Services is needed to assist with finalizing reimbursement for efforts in response to and recovery from the COVID-19 pandemic, and any other disaster conditions that may put at risk life, health, safety and essential public services.</p> <p>The County's current On-Call Disaster Management Services contract with CG-3PL, whose sub-contractor, Ardurra Consulting, is currently managing the County's applications to recovery funding sources, is expiring in August 2020. Therefore the County is looking to contract with one or more On-Call Disaster Management Services consultants as soon as possible to ensure continuity of the County's recovery reimbursement initiatives.</p>
<p>Method of Procurement: Notice of the RFP was posted on the Nassau County Bid Solicitations Board (https://app.nassaucountyny.gov/Purchasing/eProc/) on April 30, 2020. Notice of the RFP was automatically sent out to 166 vendors via Nassau County's WebProcure system. Concurrently, on April 30, 2020, notice of the RFP was posted on New York State Contract Reporter, where it was viewed by 371 vendors. Notice of the RFP was also advertised in Newsday on April 30, 2020.</p>
<p>Procurement History: On the RFP due date, May 15, 2020, OEM had received 24 bid packages. The bids were handled as per County guidelines with a formal committee reviewing the responses. After thorough evaluation, CG-3PL, along with Hagerty and KPMG were selected as the most responsible bidders.</p>
<p>Description of General Provisions: As described above.</p>
<p>Impact on Funding / Price Analysis: The maximum amount for the contract is \$3,750,000 for a five year term. Encumbrances will be requested with specific Task Orders for which this vendor is selected. There is a current task order for \$527,300 which is being applied to this contract.</p>
<p>Change in Contract from Prior Procurement: N/A</p>
<p>Recommendation: (approve as submitted) Approve as submitted</p>

Advisement Information

BUDGET CODES	FUNDING	AMOUNT
--------------	---------	--------

Fund:	COV
Control:	10
Resp:	1109/2109
Object:	DE
Transaction:	ERC
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

SOURCE	
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 527,300.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 527,300.00

LINE	INDEX/OBJECT CODE	AMOUNT
01	ESCOV1109DEER C	\$ 527,300.00
02	ESCOV2109DEER C	\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 527,300.00



Certified:

E-115-20

NIFS ID:CQEM20000002 Department: Emergency Management

Capital:

SERVICE: On-Call Disaster Management Services

Contract ID #:CQEM20000002

NIFS Entry Date: 22-JUL-20

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Time Extension:
Addl. Funds:
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2) Comptroller Approval Form Attached:	Y
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Leg. Affairs	Approval/Review: X	27-JUL-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

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Method of Procurement: Notice of the RFP was posted on the Nassau County Bid Solicitations Board (<https://app.nassaucountyny.gov/Purchasing/eProc/>) on April 30, 2020. Notice of the RFP was automatically sent out to 166 vendors via Nassau County's WebProcure system. Concurrently, on April 30, 2020, notice of the RFP was posted on New York State Contract Reporter, where it was viewed by 371 vendors. Notice of the RFP was also advertised in Newsday on April 30, 2020.

Procurement History: On the RFP due date, May 15, 2020, OEM had received 24 bid packages. The bids were handled as per County guidelines with a formal committee reviewing the responses. After thorough evaluation, CG-3PL, along with Hagerty and KPMG were selected as the most responsible bidders.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: The maximum amount for the contract is \$3,750,000 for a five year term. Encumbrances will be requested with specific Task Orders for which this vendor is selected. There is a current task order for \$527,300 which is being applied to this contract.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	FUNDING	AMOUNT
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Fund:	COV
Control:	10
Resp:	1109/2109
Object:	DE
Transaction:	ERC
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

SOURCE	
Revenue	
Contract:	
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TOTAL	\$ 527,300.00

LINE	INDEX/OBJECT CODE	AMOUNT
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02	ESCOV2109DEER C	\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 527,300.00

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE
OF EMERGENCY MANAGEMENT, AND CG-3PL ENGINEERING,
DPC

WHEREAS, the County has negotiated a personal services agreement
with CG-3PL Engineering, DPC to provide on-call disaster recovery
planning and management services, a copy of which is on file with the Clerk
of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the agreement with
CG-3PL Engineering, DPC.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of Emergency Management, having its principal office at 510 Grumman Road West, Bethpage, New York 11714 (the "Department") and (ii) CG-3PL Engineering, DPC, having its principal office at 1305 Franklin Ave, Suite 210, Garden City, New York 11530 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on September 1, 2020 and terminate on August 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement, provided however, that this Agreement may be renewed at the County's sole discretion, under the same terms and conditions, for up to two (2) additional one (1) year periods.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of on-call disaster recovery planning and management services for the County's various Departments, Offices, and Agencies. Services may include, but not be limited to, those related to the County's response to and recovery from the COVID-19 pandemic and any other emergency conditions that may put at risk life, health, safety, and essential public services (the "Services"). The Services are more particularly described in the "Detailed Scope of Services" and the Contractor's "Proposal," attached hereto and incorporated herein as Appendix A and Appendix B, respectively. The Department will direct Contractor to provide specific Services through the issuance of Task Orders. The Task Orders will identify the specific Services to be provided, the timeline for completing the Services, and the means of compensation pursuant to Appendix C, "Fee Schedule," attached hereto and incorporated herein.
3. Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00) (the "Maximum Amount"). The Maximum Amount shall be payable in accordance with Appendix C.

(ii) Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement.

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

designated representative (the "Comptroller").

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

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

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this

Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. Contractor acknowledges and agrees that all information that Contractor acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

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

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

(g) 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. Ownership of Information. All County Information provided to Contractor by the County shall remain the property of the County. All reports, documents or information created by Contractor on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. 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.

9. Indemnification; Defense; Cooperation. (a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against liabilities, losses, costs, expenses (including, without limitation, reasonable 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, fault, or default of any of the Indemnified Parties.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under Section 9, and, further to the Contractor's indemnification obligations, the

Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

11. 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.

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

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

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

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

13. 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.

14. 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.

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

16. 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.

17. 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.

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be

excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

19. 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.

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

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

CG-3PL ENGINEERING, DPC

By: 

Name: Richard Cloutier

Title: President

Date: 07/17/2020

NASSAU COUNTY

By: 

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 8/27/20

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~) Florida

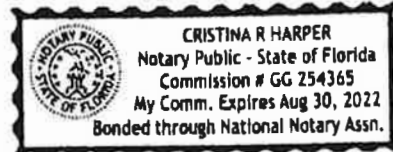
)ss.:

COUNTY ~~OF NASSAU~~) miami-Dade

On the 17th day of July in the year 2020 before me personally came Richard Cloutier to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of CG-3PL Engineering, DPC, 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

Custina R. Harper



STATE OF NEW YORK)

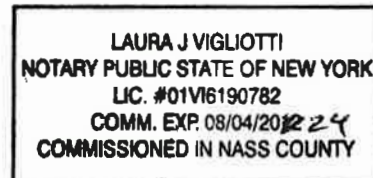
)ss.:

COUNTY OF NASSAU)

On the 27 day of August in the year 2021 before me personally came Helen Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

PUBLIC



Appendix A

Detailed Scope of Services

The County requires Program Manager (PM) assistance in a number of areas as described below.

2.1 Disaster Recovery Program Management

The Contractor shall provide management and administrative support of grant activities and associated management activities as needed for federal and state programs, including, but not limited to the Federal Emergency Management Agency (FEMA) Public Assistance Program, FEMA Hazard Mitigation (404 and 406), New York State Governor's Office of Storm Recovery (GOSR), Army Corp of Engineers (ACOE), Community Development Block Grants – Disaster Recovery (CDBG-DR), New York State Department of Homeland Security and Emergency Services (DHSES), U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMHSA), Low-Income Home Energy Assistance Program (LIHEAP), Administration for Community Living, U.S. Department of Agriculture Supplemental Nutrition Assistance Program, U.S. Centers for Disease Control (CDC), and U.S. Department of Justice (DOJ) amongst other funding sources, to assist with finalizing reimbursement of all phases of disaster management in response to and recovery from the COVID-19 pandemic and/or any other events identified as part of a work task assignment. Assignments under this service are typically expected to be reimbursed by the grantor agency, or agencies funding the program. The Contractor is expected to adhere to all requirements of the funding agency or agencies in order to be approved and receive reimbursements, including reporting and tracking of compliance of minority utilization plan, participating in trainings and/or webinars etc. The first task order is expected to relate to the County's COVID-19 pandemic response and recovery.

2.1.1 FEMA Activities – The Contractor will advise and assist the County by providing experienced staff to identify all damages, prepare project scopes, and manage all disaster grant eligible projects from inception through project close-out. The Contractor will interface with FEMA and other federal and State agencies having legal jurisdiction with respect to grant funding policies and guidelines to ensure the County receives the maximum eligible reimbursement. With respect to the FEMA Public Assistance and Hazard Mitigation Programs, below is a sample of the administrative tasks the Contractor will be expected to perform by phase of work.

- **Project Listing Development**
 - Site Identification
 - Immediate Needs – Identification and Documentation
 - Data Collection and Dissemination
- **Project Formulation**
 - Site Visits, which depending on federal and/or State guidance may need to be virtually arranged
 - Project Description and Scope Development
 - Cost Estimation and Documentation
 - Project Worksheet Writing, Review and Final Approval
 - Evaluate and Document Special Considerations
 - Assemble and Support Alternate Site and Improved project requests in anticipation of

other funding

- Project Worksheet Processing
 - Collect and process additional documentation requests from FEMA and DHSES
 - Interface with FEMA and DHSES on project specific questions, as needed
 - Assist in the development of Alternate and/or Improved projects by providing justification, documentation and any additional activities needed to advance projects with FEMA and DHSES
- Project Worksheet Management and Closeout
 - Develop, request, transmit and process documents for project payment requests and project cost reconciliations
 - Monitor and review projects, and adjust, or estimate, any changes in costs in preparation for closeout or project worksheet versioning
 - Prepare responses to DHSES with respect to project worksheet reviews and document inspection, and closure document requests
 - Assemble and package documentation for project closeout requests
 - Maintain documents and financial records for final inspection as required by law.

2.1.2 Activities for Other Funding Agencies – The Contractor will advise and assist the County by providing experienced staff to perform the activities similar to those listed in 2.1.1 for any and all other disaster-related funding agencies. Such activities may include preparation of applications and the collection of documentation and supporting material necessary to advance such grant applications. Additionally, the Contractor will provide staff needed for MWBE and Section 3 compliance monitoring and reporting, and other monitoring, compliance and reporting activities as contemplated in disaster-related grant agreements the County may execute.

2.1.3 Meetings – The Contractor will schedule and conduct meetings with the County, consultants, funding agencies and other stakeholders, as frequently as necessary to plan and coordinate projects, discuss progress, and solve problems related to the Program. If meetings need to be conducted online, provide the appropriate webinar platform that supports the anticipated number of participants and dedicate the appropriate number of staff to monitor webinar participants. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.

2.1.4 Financial Reporting – The Contractor will prepare and maintain financial records, correspondence and project related expenditure and reimbursement reports for submission and inspection by funding agencies and third-party auditors in accordance with grant agreement and federal and state reporting requirements.

2.2 Additional Services

Contractor may be required perform capital project management and/or grant management services related to emergency management, disaster response and recovery, and resiliency. In the event that these services become necessary under this Agreement, the County reserves the right to obtain these services at its sole discretion.

Appendix B Proposal

2 | APPROACH TO SCOPE OF WORK

A. UNDERSTANDING OF THE SERVICE

We are eager to continue serving Nassau County with disaster management services and COVID-19 cost recovery services. For the past seven years, we have assisted the County with Superstorm Sandy and Hurricane Irene recovery efforts. More recently, we have supported the County with COVID-19 response and cost recovery efforts. We remain fully engaged and informed regarding FEMA, CARES and other relevant funding mechanisms along with their associated regulations and eligibility requirements.

We Understand County Operations

Our understanding of the task(s) at hand for this assignment stems from years of experience delivering similar services for FEMA and CDBG-DR funded recovery programs, as well as our hands-on coordination and management of similar tasks for Nassau County since 2012. We understand County systems, processes and operations. Through our Sandy, Irene and COVID-19 recovery efforts, we have worked hand in hand with multiple County departments to gather information, organize recovery structures then institute recovery and reimbursement protocols. We understand key players and their office processes and procedures.

COVID-19

The pandemic is an unprecedented event in modern history and unlike more frequent disasters (hurricanes, floods, fires, etc.). The recovery is a marathon, not a sprint. State directives and guidance trickle down as Nassau walks the delicate line between public safety and economic recovery. Through our recent work, we understand the County's priorities and approach to the cost recovery program. With minimal burden on agencies, so that they can continue to respond to the pandemic, we work:

1. Identifying costs
2. Matching costs to multiple funding sources
3. Assigning costs to maximize reimbursement and financial impact

There are numerous funding streams that are becoming available to the County and we establish a triage process to apply funds in the most advantageous way. This is accomplished through regular contact with department points of contact and consistent reinforcement of messaging, data collection and documentation. Serving as a centralized repository of grant applications and expenditures, we can track eligibility and prevent duplication of benefits. Organizing around a central point creates consistent case files for auditors and allows for clean, consistent reporting on expenditures and reimbursements.

CARES Relief Fund

We are up to date and understand the fluid landscape of COVID-19 funding sources and priorities. The CARES Act Coronavirus Relief fund is the most prevalent and has served as a pressing and evolving funding source for the County. Since the passage of the bill, we have worked with the County to track and understand its implications. In the four weeks since passage, the \$236M for Nassau has been split with the Town of Hempstead, had three bullet points about eligibility, then a four-page FAQ, and now a six-page FAQ with contradicting guidance. It's broad and not well defined. We are gathering all potentially eligible expenses and reviewing them from our vantage point of multiple disaster recovery experiences.

Minimizing Risk

From our experience managing federal programs throughout the US, we remain cautious on hasty usage of funds. We prefer to filter everything through a 'FEMA lens' so we can advise the County on the relative risk of claiming an expenditure under the Coronavirus Relief Fund, and other available sources. Centralizing the recovery dollars under one program allows us to evaluate each source's potential, restrictions and criteria. Expenditures are continuing to be categorized like FEMA PWs and are to be placed into 3 buckets;

1. Expenditures we know are eligible under FEMA
2. Expenditures that fall into a gray area where the County Executive can make the final call (*they have to personally certify the expenditures are eligible*)
3. Expenditures that are definitely not eligible

Social Distancing and Technology

We understand social distancing guidelines and can work accordingly for as long as necessary. CG|3PL has a cloud storage system in place, robust work tools and state of the art hardware and software to work remotely, collaboratively and efficiently.

Understanding of Tasks

We understand that we must continue to:

- identify, track, match and maximize eligibility of County COVID-19 costs and track funding mechanisms to include CESH, CDC PHEP, FEMA, CARES Coronavirus Relief Fund, CARES PHSS Relief Fund, CDBG-CV and ESG.
- participate in standing meetings and calls with various departments including CC, ME and HE to remain up to date on personnel, goals and accomplishments.
- track Overtime, Comp Time and EComp Time and incorporate PD's CHIEFS system into NUHRS.
- write queries and reports to capture expenditures, journal entries and receipts of recovery funds
- develop reports from InTime to collect overtime, comp time and comp time specifically as a result of EComp
- develop County's Chargeback app to capture straight time of staff substantially dedicated to COVID-19 response and mitigation
- leverage APEX 3PL Budget Tool to house COVID-19 recovery data
- navigate HR directives and impacts on multiple collective bargaining agreements involved with County's labor unions
- understand different ways that the CSEA, PBA, SOA, COBA, DAI, etc. impact the County's finances and how to recover benefits paid out due to the extraordinary circumstances

Record Keeping

There are general rules that should be applied across departments when guiding them through the capture of reimbursable costs. CG|3PL will serve as coordinator, quality assurance and, at times, administrative support for record collecting. The following outline is currently being applied to COVID-19 recovery but is designed to be applied in any disaster. Through checklists of documentation requirements for governmental entities, we will manage the collection and maintenance of records related to purchasing, hours, meals, material and equipment. All claims submitted for federal reimbursement will need to be tied to the emergency.

We use the who, what, when, where, why, and how formula:

- a. Who they are by name?
- b. What task/action were they performing?
- c. When were they performing the task/action?
- d. Where was their specific location by name of building, address, and if it is a public building or an emergency leased building or a commandeered facility?
- e. Why were they doing what they were doing? Link specifically to the emergency

CG|3PL continues to collect HR directives through the emergency, as well as procurement policies, and Project Labor Agreements effective for this time period including, but not limited to, CSEA 830, PBA, Sergeant Union, Superior Officers and COBA. Actions should follow the County's established policies, or a justification and formal emergency action should be recorded by a governing authority to justify any deviation due to the specific nature of the emergency.

Fringe Rates from 2019 should be used in estimates. 2020 Fringe Rates will have to be calculated at the end of the year and included with closeout documentation to be Versioned in the Project Worksheet. CG|3PL will establish groups of employees with like fringe to make calculations more efficient.

We encourage the continued centralized purchasing process through OEM whenever possible. Oversight of purchases with a procurement note logged into the 3PL Budget Tool along with collection of invoices, POs and proofs of payment. All purchases related to the disaster should continue to be coded specifically to the disaster fund established for segregation of disaster costs. Inside the fund, specific departmental codes should be established.

County staff will have a critical job to do, particularly the law enforcement, emergency management and health workers. In this regard, CG|3PL administrative staff will assist with documentation, record keeping and data collection. This will expedite Project Worksheet writing and submission.

Project Worksheets

CG|3PL is organizing Project Worksheets into logical sites. Documentation is gathered and filed into the following broad categories:

- | | |
|------------------------------|---------------------------|
| 01 - General PW & FIR Docs | 06 - Force Account Rental |
| 02 - Cost Summary | Equipment |
| 03 - Force Account Labor | 07 - Contracts |
| 04 - Force Account Equipment | 08 - Permits |
| 05 - Force Account Materials | 09 - Administrative Costs |
| | 10 - Misc. Backup |

NCNY Numbers

CG|3PL will utilize cloud software to continue the current method of tracking and sharing documents within the County and with the State. A separate folder system for COVID-19 response has been established and projects are tracked to NCNY numbers starting with NCNY300. Additional NCNY numbers should be instituted into the 3PL Budget tool for tracking and records retention of expenses. This also allows for streamlined tracking of time for consultant Management Costs. Current projects being tracked:

Ref Num Description

- NCNY300 - Program Management
- NCNY301 - Transdev
- NCNY302 - County Executive
- NCNY303 - Public Building Disinfection
- NCNY304 - Force Account Material PPE
- NCNY305 - Force Account Material Cleaner
- NCNY306 - Office of Emergency Management
- NCNY307 - Public Health Communication
- NCNY308 - Board of Elections
- NCNY309 - Department of Constituent Affairs
- NCNY310 - District Attorney
- NCNY311 - Equipment Leasing & Purchase
- NCNY312 - Fire Commission
- NCNY313 - Health Department
- NCNY314 - Health Department Donated Resources
- NCNY315 - Housing Department
- NCNY316 - Human Services Department
- NCNY317 - Information Technology
- NCNY318 - Medical Examiner
- NCNY319 - Ordinance Employees
- NCNY320 - Police Department
- NCNY321 - Police Department (Emergency) Equipment & Material
- NCNY322 - Police Department for Vehicle Usage
- NCNY323 - Probation's Department
- NCNY324 - Sheriff's Department
- NCNY325 - Social Services Department
- NCNY326 - Corrections

B. PROPOSED TECHNICAL APPROACH

We have assembled our 'A Team' to help Nassau County devise a clear path through the many known and unknown program hurdles. Our goals:

- Help you to prepare, manage and return to pre-Coronavirus operations safely, efficiently and remove some of the administrative burden of an undertaking of this magnitude. We will do so while providing a transparent and efficient process.
- Advise on grants available for planning and mitigating the second wave of Coronavirus activity. A pandemic will last much longer than most public health emergencies, and **may include 'waves' of influenza activity separated by months** (in 20th century pandemics, a second wave of influenza activity occurred 3 to 12 months after the first wave)
- Continue to ensure actions currently being taken are performed in compliance so to not jeopardize reimbursement
- Continue to exhaust ALL potential funding sources and methods to maximize recovery funds

Relationships

For each recovery program that we undertake, we strategically select leadership staff that have excellent relationships with local, state and federal agencies involved in the program to ensure that the team hits the ground running. Proposed leadership, Eric Boehning and Wayne Floyd, have excellent relationships with Nassau County, FEMA and DHSES personnel that will be involved with this program.

RIGHT Staff in the RIGHT Place at the RIGHT Time

We set appropriate staffing levels to manage and execute the program as efficiently as possible while ensuring total compliance so we can hand our job over to Nassau County. This requires putting the RIGHT staff in the RIGHT place at the RIGHT time for ONLY the amount of time required. We know how to train, how to transfer our knowledge, and WHEN to turn our job over to client staff. All the while, we maintain strict adherence to funding source guidelines, so not to jeopardize reimbursement.

Grant Management & Administration

Decisions must be addressed for Project Worksheet (PW) formulation. Once decisions are made, CG | 3PL will ensure PWs are properly formulated to minimize the potential reduction in obligated funds or loss of reimbursements due to documentation efforts. We know FEMA Policy and we are up to date on recent changes. We understand the compliance reviews that are required. We have a comprehensive knowledge of the federal laws, regulations and policies governing the various funding programs and we ensure our staff are trained accordingly. We also have intimate knowledge of Nassau's NIFS system, Overtime, Comp Time and Fringe benefits for efficient PW formulation.

PW Review in FEMA's Grant Portal

Once a PW request is written, signed and all supporting documentation is attached, the forms and documents are submitted to FEMA for approval and obligation. The FEMA PA team reviews the request to determine eligibility and then creates a DSC (Draft Scope of Work/Cost Estimate). The project will be given a temporary number for identification. Once the applicant approves the DSC, it is signed and returned to FEMA. At this point, the project information is entered into the Emergency Management Mission Integrated Environment (EMMIE) grant tracking program. Staff familiar with EMMIE from Sandy should note that it is still in use but only by FEMA not sub-grantee or grantees any longer.

The project will be internally reviewed by various FEMA review queues, (initial, including eligibility, insurance, historic, mitigation, value of project request and environmental; QAQC, and final state/FEMA grantee approval). These queues are necessary as FEMA considers a range of federal laws, regulations, and executive orders that apply to the use of federal funds prior to the obligation. Once the project is approved, a PW number is assigned, obligation of funds occurs, funds are sent to the state for reimbursement to the applicant, and the information is entered into Grants Portal

CG|3PL remains current with the evolution of FEMA's Information Management Systems since Hurricane Sandy. We are well versed in Grants Portal to obtain PW obligation status checks and to verify that documents entered are accurate. This proficiency will allow us to troubleshoot and ensure all necessary documentation has been uploaded. This will expedite the reimbursement process.

Lessons Learned

We have identified these activities as 'critical' to an effective FEMA Public Assistance program:

- Organization and accurate tracking of Category B activities like labor and work orders to maximize reimbursement. Meticulous documentation and tracking of employee time, identification of outsourcing opportunities, and accurately capturing activities is critical to recovering costs of efforts spent. Close and constant coordination with departments like Police and Health will be critical to for maximizing reimbursement.
- Invoice reviews for detailed, site specific information will allow for quick problem solving and eligibility determination.
- Utilization of experienced and multi-discipline staff that will ensure eligible costs and activities are fully identified and the appropriate language is used in justification to FEMA. In this declaration many costs will be eligible through a host of different grants, all with varying eligibility requirements
- Identification of mitigation opportunities and ability to modify, if necessary, during the various stages of the Coronavirus event in line with the New York State Comprehensive Emergency Management Plan Pandemic Annex.
- Proper organization of PWs will assist to ease long-term reimbursement. This will ensure that direct administrative costs and project management time is accurately tracked to facilitate full reimbursement.

Auditing

We develop accurate and defensible funding and reimbursement systems. CG|3PL has managed billions of federal dollars through FEMA, HUD and other federal programs including \$1.2B in Nassau County. We have created several arguments to the Office of Inspector General (OIG) for FEMA and HUD to discuss why costs were reasonable and necessary. We have been successful on every contested cost that we have taken to the OIG on behalf of our clients. We have also prepared and assisted the Nassau County Department of Public Works, Office of Management and Budget, and Comptroller's Office with their Single Audit for several years.

Financial Management & Grant Support

Financial Management ranks in the top three for compliance with FEMA programs. CG|3PL will continue to work closely with Nassau County to ensure appropriate data management and tracking systems are maintained so we continue to track every penny. Meanwhile, we must continue to demonstrate that all funds requested are necessary AND deemed reasonable. We can leverage the expertise of subject matter experts to review the 'reasonableness' of task or cost as well as continue to create and manage documents in the system Nassau and DHSES have established.

IT, Data Management & Reporting Support Application Management

A successful program requires a thorough process for the control, documentation, performance reporting and tracking of application receipts and data. CG|3PL developed an application management system/database for Nassau County to track all aspects of each program type. The CG|3PL Budget Tool assists with application quality control, systematic updates and quality assurance of information systems. This has become the County's database of record and we continue to input of this declaration's financial data into the Budget tool. Our continuity of operations will expedite reporting and reimbursement as we transition out of Sandy recovery into COVID-19 response already familiar with NIFS, NUHRS, and Cognos.

We will continue to maintain the CG|3PL Budget Tool and use Syncplicity for document control and cloud-based storage. Syncplicity has proven to be a tremendous tool for sharing files such with DHSES such as closeout documents, as well as other funding agency documentation, helping to expedite the process.

Successful Grant Close Out

We have grant closeout procedures in place since projects are continuously being closed out as implementation occurs. When it is time to officially close out files, CG|3PL is prepared to do so quickly and knows all the documentation to be included in each file for a successful close out. CG|3PL has submitted 30 Category B PW's totaling \$143,150,848.92 in Nassau County alone. Additionally, we have submitted 30 closeouts for other Categories totaling \$121,406,179.30.

We reconcile projects for accuracy and completeness then compile the data according to State and FEMA regulations. We also reconcile invoices to ensure the clients have been fully reimbursed by FEMA. Our objective is to expedite closeouts as soon as they are available as opposed to waiting until a pool of projects are ready. This helps to maintain historical knowledge as well as keep cost low.

Procurement & Contract Support

We will continue to furnish procurement and contract assistance to ensure that procurement procedures and contracts with suppliers, professional service providers and contractors are in compliance with 2 CFR 200. We know the rules and regulations to remain in compliance and avoid jeopardizing funds.

CG|3PL has been responsible for procurement and contract compliance for 100+ contractors and sub contractors, 40+ professional engineering and architecture firms and multiple service providers.


Commitment to M/WBE, Local Law No 14-2002.

CG|3PL's has an excellent track record of meeting or exceeding stated W/WBE/DBE goals. We have engaged the services of qualified W/WBE/DBE firms CSM Engineering, Nancy Lesakowski LLC and Wilson & Associates Consulting. We have worked with them in the past and we can attest to their professionalism, commitment to client service and ability to get the job done.

Nassau County Office of Management & Budget & Office of Minority Affairs

CG|3PL understands the importance of promoting and utilizing local and State certified W/WBE/DBE firms in the delivery of these projects and we will continue to do so. CG|3PL works closely with Regina Williams at the County's OMA so that they can develop and maintain their W/WBE/DBE reporting systems and demonstrate the County's commitment to promote employment and business opportunities contracts for minorities and women.

Appendix C Fee Schedule

POSITION	HOURLY RATE
Program Manager	
Deputy Program Manager	
Project Coordinator	
Administrative Assistance	
Senior Advisor	
Engineer Licensed	
Engineer	
Project Managers	
Geographic Information System Specialist	
Financial Lead	
Database Managers	
Construction Managers	
Floodplain Subject Matter Expert	

The hourly rate per position is inclusive of all costs including but not limited to insurance, profit, overhead and all related travel expenses.

Certain Task Orders assigned under this Agreement may be requested to be completed on a lump sum basis and paid upon a percentage complete, subject to the prior approval and establishment of a schedule by the Department.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all

proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or

penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed

unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Richard Cloutier (Name)

1305 Franklin Avenue, Suite 210, Garden City, New York 11530 (Address)

516-383-3491 (Telephone Number)

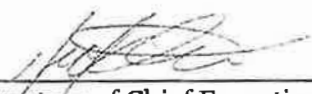
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a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

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

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

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

07/17/2020
Dated


Signature of Chief Executive Officer

Richard Cloutier
Name of Chief Executive Officer

Sworn to before me this

17th day of July, 2020.

Cristina R. Harper
Notary Public

