



Certified: --

E-97-23

FILED WITH THE NASSAU COUNTY CLERK OF
THE LEGISLATURE JULY 26, 2023 12:16PM

NIFS ID: CLIT23000001

Capital:

Contract ID #: CQIT20000001

NIFS Entry Date: 06/16/2023

Department: Information Technology

Service: SUPPLEMENT STAFFING SERVICES

Term: from 12/08/2023 to 12/08/2024

Contract Delayed:

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

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

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

Department:
Contact Name: Nancy Stanton***Final to Rosemarie Torla***
Address: 240 Old Country Road Mineola, New York 11501
Phone: (516) 729-8543
Email: rtorla@nassaucountyny.gov

Contract Summary

Purpose: This is an Amendment to exercise the option to extend the contract for one additional year, as described in the terms of the original agreement (CQIT20000000), Section 1. "Term". The purpose of the original agreement was for Nassau County Department of Information Technology in the event they identify a need for individual or project related supplemental staffing services. To meet these needs NCIT established a vehicle with nine vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the thirty-two (32) support service categories/levels the vendor provided rates. This Agreement will enable SVAM International to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services. NCIT is currently utilizing four consultants placed by this vendor, for support on Oracle People Soft and hosting services projects.

Method of Procurement: RFP

Procurement History: The Contract was entered into after a written request for proposals was issued on November 1, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on December 6, 2019. Twenty-one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland (IT), Joseph Jacovina (IT), Andrew Lester (IT), Erick Bautista (IT), and Douglas Rodriguez (IT). The proposals were scored and ranked. As a result of the scoring and ranking, nine vendors were selected. STS Reference ID is 1805.

Description of General Provisions:

1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.
2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.
3. Upon receipt of a SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of a SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by:
 - a. Indicating an hourly rate that is equal to or less than the rate listed in the contract.
 - b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.
 - c. Submitting any forms that NCIT requires to be submitted with SOW responses.
4. All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.
5. NCIT may select one of more qualified vendors to provide the supplemental staffing services requested in a SOW.

Impact on Funding / Price Analysis: NA

Change in Contract from Prior Procurement: NA

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	ITGEN	DE505	ITGEN DE505	05	\$0.01
						TOTAL		\$0.01

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$0.01
		Federal	\$0.00
		State	\$0.00
		Capital	\$0.00
		Other	\$0.00
		Total	\$0.01

Routing Slip

Department			
NIFS Entry	Nancy Stanton	06/20/2023 08:44AM	Approved
NIFS Final Approval	Nancy Stanton	07/10/2023 09:28AM	Approved
Final Approval	Rosemarie Torla	07/12/2023 03:15PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	07/12/2023 05:12PM	Approved
RE & Insurance Verification	Andrew Amato	07/12/2023 03:37PM	Approved
NIFS Approval	Mary Nori	07/13/2023 01:42PM	Approved
Final Approval	Mary Nori	07/13/2023 01:42PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	07/12/2023 03:26PM	Approved
NIFA Approval	Irfan Qureshi	07/12/2023 03:32PM	Approved
Final Approval	Irfan Qureshi	07/12/2023 03:32PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/17/2023 02:52PM	Approved
DCE Compliance Approval	Robert Cleary	07/21/2023 11:11AM	Approved
Vertical DCE Approval	Arthur Walsh	07/26/2023 11:57AM	Approved
Final Approval	Arthur Walsh	07/26/2023 11:57AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/26/2023 12:07PM	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

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 DEPARTMENT OF INFORMATION AND TECHNOLOGY, AND SVAM INTERNATIONAL, INC.

WHEREAS, the County negotiated an amendment to a personal services agreement with SVAM International, Inc. for services, *inter alia*, to provide supplemental staffing services, a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

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

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the IT Department, having its principal office at 240 Old Country Road, Mineola, NY 11501, and (ii) SVAM International Inc., having an office located at 233 East Shore Road (Ste.201), Great Neck, NY 11023, the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQIT20000001 between the County and Contractor, executed on behalf of the County on December 8, 2020 (the "Original Agreement"), the Contractor provides supplemental staffing services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 8, 2020 until December 8, 2023, unless sooner terminated in accordance with the terms of the Original Agreement, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total of five (5) years; and

WHEREAS, the County desires to extend the contract for one additional year, by exercising one of two extension options to extend the contract by one year.

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


1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 8, 2024, subject to earlier termination as provided for under the Amended Agreement.

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

[Remainder of Page Intentionally Left Blank.]

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

SVAM International, Inc.

By: 
Name: ANIL KAPOOR
Title: PRESIDENT & CEO
Date: 05/22/2023

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

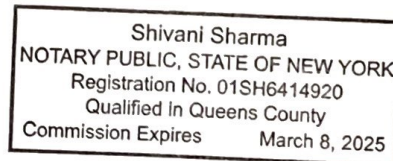
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22nd day of MAY in the year 2023 before me personally came ANIL KAPOOR to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT & CEO of SVAM INT. INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Shivani Sharma
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: SVAM International, Inc.

2. Amount requiring NIFA approval: \$0.01

Amount to be encumbered: \$0.01

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: 12/08/2023 to 12/08/2024

Has work or services on this contract commenced? Yes

If yes, please explain: SVAM has been providing consulting services primarily on our Oracle PeopleSoft Applications.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? Yes

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

This is an Amendment to exercise the option to extend the contract for one additional year, as described in the terms of the original agreement (CQIT20000000), Section 1. "Term". The purpose of the original agreement was for Nassau County Department of Information Technology in the event they identify a need for individual or project related supplemental staffing services. To meet these needs NCIT established a vehicle with nine vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the thirty-two (32) support service categories/levels the vendor provided rates. This Agreement will enable SVAM International to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services. NCIT is currently utilizing four consultants placed by this vendor, for support on Oracle People Soft and hosting services projects.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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AUTHORIZATION

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

IQURESHI

07/12/2023

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.

SVAM

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: SVAM International Inc.

CONTRACTOR ADDRESS: 233 East Shore Road, Suite 201, Great Neck, NY 11023

FEDERAL TAX ID #: 11-3190965

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [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 December 8, 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 a written request for proposals was issued on November 1, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on December 6, 2019

Twenty one proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, nine vendors were selected [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

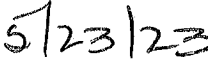
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

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



Department Head Signature



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?

Bruce Blakeman
Laura Curran
Jack Schnirman
Madeline Singas
Todd Kaminsky

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

Dated: 05/09/2023 11:28:07 am

Vendor: SVAM International, Inc.

Title: Director - Business Development



Nassau County
1550 Franklin Avenue
Mineola, NY 11501

May 22, 2023

Subject: **Lobbyist Disclosure Form**

Dear Sir/Madam,

This is to declare that SVAM is not working with a paid Lobbyist on the Nassau County Contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anil Kapoor", is written over the word "Sincerely,".

Anil Kapoor
President & CEO
SVAM International, Inc.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name:	Anil Kapoor				
	Date of birth:	10/14/1958				
	Home address:	14 Forte Drive				
	City:	Old Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11568
	Country:	US				
	Business Address:	233 East Shore Road STE 201				
	City:	Great Neck	State/Province/ Territory:	NY	Zip/Postal Code:	11023
	Country:	US				
	Telephone:	5164666655				
	Other present address(es):					
	City:	Great Neck	State/Province/ Territory:	NY	Zip/Postal Code:	11568
	Country:	US				
	Telephone:	5166523700				

List of other addresses and telephone numbers attached

2.	Positions held in submitting business and starting date of each (check all applicable)			
	President	01/11/1994	Treasurer	
	Chairman of Board		Shareholder	01/11/2023
	Chief Exec. Officer	01/11/2023	Secretary	
	Chief Financial Officer		Partner	
	Vice President			
	(Other)			

3.	Do you have an equity interest in the business submitting the questionnaire?
	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If Yes, provide details.
	100% Ownership of SVAM International Inc.

4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

280 PAN Inc. (Owner)
Forte Holding Corp (Owner)
North Shore Technologies (Owner)
SVAM International de Mexico (Owner)

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

YES ☒ NO ☐ If Yes, provide details.

See attached files for foreign organizations.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

CERTIFICATION

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

SVAM International

Name of submitting business

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

anil kapoor ANIL@SVAM.COM

President & CEO

Title

05/26/2023 05:35:45 pm

Date

Business History Form

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

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

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

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

Date: 05/18/2023

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

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

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

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

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

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

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

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

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

Forte Holding Corp.
280 Pan Inc.
Interactive Communications & Systems (USA) Inc.

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

YES ☒ NO ☐ If yes, please provide details:

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

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

YES ☐ NO ☒ If yes, please provide details:

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

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

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

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

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

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

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

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict of interest exists

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

No conflict of interest exists

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

No conflict of interest exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest

would not exist for your firm in the future.

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/11/1994

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

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

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

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

- iv) State of incorporation (if applicable);
NY
- v) The number of employees in the firm;
750
- vi) Annual revenue of firm;
45823738
- vii) Summary of relevant accomplishments
MBE Certified - NYS, NYC, Nassau County
CMMI Level 3 Appraised
CMMI Level 5 Approved
ISO 9001:2015 Certified
ISO 27001:2013 Certified
LISA Award Winner
MoProSoft Level 2 Certified
Microsoft Gold Partner
- viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: SVAM Certificate of Status.pdf

B. Indicate number of years in business.

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

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	NYC Department of Environmental Protection (DEP)		
Contact Person	Michael Schum		
Address	59-17 Junction Blvd		
City	Flushing	State/Province/Territory	NY
Country	US		
Telephone	(718) 595-4807		
Fax #			
E-Mail Address	mshum@dep.nyc.gov		
Company	New York City - Department of Education		
Contact Person	Anuraag Sharma		
Address	65 Court Street. - 12 Floor		
City	BROOKLYN	State/Province/Territory	NY
Country	US		

Telephone	<u>(347) 572-5428</u>		
Fax #	<u></u>		
E-Mail Address	<u>asharma6@schools.nyc.gov</u>		
Company	<u>NYC School Construction Authority</u>		
Contact Person	<u>Manny Innamorato</u>		
Address	<u>30-30 Thomson Ave.</u>		
City	<u>Long Island City</u>	State/Province/Territory	<u>NY</u>
Country	<u>US</u>		
Telephone	<u>(718) 472-8860</u>		
Fax #	<u></u>		
E-Mail Address	<u>einnamorato@nycsca.org</u>		

I, Allen Goldin , 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, Allen Goldin , 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: SVAM International, Inc.

Electronically signed and certified at the date and time indicated by:
Allen Goldin ALLEN@SVAM.COM

Director Business Development

Title

05/23/2023

Date

North Shore Technologies (NST) Government Projects

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

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

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

2. NOIDA Finance ERP Project

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

3. NOIDA Authority- Nivesh Mitra Project Integration

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

4. NOIDA Authority- DATA entry operator services

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

5. Noida Authority- Azure cloud hosting services

NST offered to provide cloud hosting services to Noida Authority.

6. IFFCO Kisan Sanchar Ltd Mobile App

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

SVAM INTERNATIONAL DE MEXICO Government Projects.

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

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

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



Nassau County
1550 Franklin Avenue
Mineola, NY 11501

May 22, 2023

Subject: No Involvement of Affiliate Companies

Dear Sir/Madam,

This is to declare that none of the SVAM International, Inc. affiliate companies are involved in the day-to-day operations and have no decision-making powers concerning Contract #CQIT20000001 for Supplemental Staffing Services between Nassau County Department of Information Technology and SVAM International, Inc.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anil Kapoor", is written over the word "Sincerely,".

Anil Kapoor
President & CEO
SVAM International, Inc.

COUNTY OF NASSAU

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

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

Address: 233 East Shore Road STE 201

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

Country: US

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

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

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

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

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

If none, explain.

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

Position	President & CEO
----------	-----------------

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

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

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

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

Are there lobbyists involved in this matter?
YES [] NO [X]

(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:
Allen Goldin [ALLEN@SVAM.COM]

Dated: 05/09/2023 11:32:29 am

Title: Director - Business Development

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2023

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 Woodbury, NY - Retail-Hub International Northeast 100 Sunnyside Boulevard Woodbury NY 11797	CONTACT NAME: PHONE (A/C, No, Ext): 516-677-4700 FAX (A/C, No): 516-496-4040 E-MAIL ADDRESS:
INSURED SVAM International, Inc, 233 East Shore Road Suite 201 Great Neck NY 11023	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Transportation Insurance Company INSURER C: Valley Forge Insurance Company INSURER D: The Continental Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 302654204**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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	7036827166	3/25/2023	3/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	7036827152	3/25/2023	3/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7036827202	3/25/2023	3/25/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	7036827183 7036827197	3/25/2023 3/25/2023	3/25/2024 3/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CRIME COVERAGE			PCD1002275-03	10/30/2022	10/30/2023	CRIME LIMIT/DED \$5,000,000/\$15,000

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

POLICY PROVIDES:

Policy provides Waiver of Subrogation, Blanket Primary and Non-Contributory Coverage, Blanket Additional Insured Coverage

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

CERTIFICATE HOLDER**CANCELLATION**Nassau County
1550 Franklin Avenue
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

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SVAM International Inc.

Financial Statements (With Supplementary Information)

Years Ended December 31, 2020 and 2019



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Independent Accountant's Review Report

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

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

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

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

Accountant's Conclusion

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

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

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

Supplementary Information

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

Kaul & Gupta CPA, LLP

Kaul & Gupta CPA LLP
Melville, New York

September 3, 2021

SVAM International Inc.

Balance Sheets

As of December 31, 2020 and 2019

(See Independent Accountant's Review Report)

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

See accompanying notes to financial statements

SVAM International Inc.

Statements of Income and Retained Earnings

For the years ended December 31, 2020 and 2019

(See Independent Accountant's Review Report)

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

See accompanying notes to financial statements

SVAM International Inc.

Statements of Cash flows

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

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

See accompanying notes to financial statements

SVAM International Inc.

Statements of Cash flows (Continued)

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

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

Supplemental Disclosures of Cash Flow Information

Cash paid during the year for:

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

See accompanying notes to financial statements

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 1 – Summary of significant accounting policies

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

a) Business activity:

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

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

b) Basis of Accounting:

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

c) Cash and cash equivalents:

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

d) Accounts receivable and allowances for bad debts:

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 1 – Summary of significant accounting policies (continued)

e) Property and equipment:

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

f) Revenue recognition:

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

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

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 1 – Summary of significant accounting policies (continued)

f) Revenue recognition (continued):

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

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

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

g) Income taxes:

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 1 – Summary of significant accounting policies (continued)

h) Marketable securities:

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

i) Fair value of financial instruments:

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

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

j) Use of estimates:

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

k) Compensated Absences:

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

l) Reclassification:

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 2: Recent Accounting Pronouncements

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

Note 3: Marketable securities and fair value measurements

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

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

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

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

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

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

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

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

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

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

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

Note 5: Unbilled receivables

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

Note 6: Other current assets

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

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

Note 7: Property and equipment

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

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

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

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

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

Note 8: Due from (to) related parties

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

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

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

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

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 9: Other current liabilities

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

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

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

Note 10: Other liabilities

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

Note 11: Line of credit

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

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

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

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 11: Line of credit (continued)

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

Note 12: Term and equipment loans

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

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

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

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

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

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

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

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

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

Note 14: Economic Dependencies

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

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

Note 15: Income Taxes

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

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

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

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

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

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

Note 16: Employee Benefit Plan

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

Note 17: Commitments and Contingencies

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

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

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

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Note 17: Commitments and Contingencies (continued)

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

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

a. SBA Paycheck Protection Program Loan

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

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

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

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

a. SBA Paycheck Protection Program Loan (continued)

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

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

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

b. SBA Economic Injury Disaster Loan

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

c. SBA Loan

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

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

SVAM International Inc.

Notes to Financial Statements

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

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

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

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

Note 19: COVID-19 Pandemic

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

Note 20: Subsequent Events

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

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

SVAM International Inc

Supplementary Information

December 31, 2020 and 2019

(See Independent Accountant's Review Report)

**SUPPLEMENTARY INFORMATION
(SCHEDULES)**

SVAM International Inc

Schedules of Cost of Revenue

For the Years ended December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Schedule I - Cost of Revenue

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

SVAM International Inc

Schedules of Operating Expenses

For the Years ended December 31, 2020 and 2019

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

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

SVAM International Inc

Schedules of Operating Expenses (Continued)

For the Years ended December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Schedule II (continued)

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

SVAM International Inc

Schedules of Other Income

For the Years ended December 31, 2020 and 2019

(See Independent Accountant's Review Report)

Schedule III - Other income

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SVAM INTERNATIONAL INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 233 EAST SHORE ROAD, SUITE 201	Requester's name and address (optional)
	6 City, state, and ZIP code GREAT NECK, NY 11023	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
1	1	-	3	1	9	0	9	6	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>vikas dhablania</i>	Date ► 01/10/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name: SVAM INTERNATIONAL INC.
DOS ID Number: 1786488
Entity Type: DOMESTIC BUSINESS CORPORATION
Entity Status: EXISTING
Date of Initial Filing with DOS: 01/11/1994

Statement Status: CURRENT
Statement Due Date: 01/31/2024

No information is available from this office regarding the financial condition, business activity or practices of this entity.



WITNESS my hand and official seal of the Department of State,
at the City of Albany, on November 23, 2022 at 09:39 A.M.

ROBERT J. RODRIGUEZ, Secretary of State

Brendan C. Hughes

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002540818 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

FILING RECEIPT

CORPORATION NAME: SVAM INTERNATIONAL INC.

DOCUMENT TYPE : INCORPORATION (DOM. BUSINESS)

SERVICE COMPANY : DIVERSIFIED CORPORATE SERVICES

COUNTY: NASS

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

ADDRESS FOR PROCESS

THE CORPORATION
147 EXECUTIVE DRIVE
MANHASSET HILLS, NY 11040

REGISTERED AGENT

STOCK: 200 NPV



FILER

ANTIL KAPOOR, CPA
147 EXECUTIVE DRIVE
MANHASSET, NY 11040

FEES

FILING :
TAX :
CERT :
COPIES :
HANDLING :

160.00 PAYMENTS 160.00

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

0.00
25.00

REFUND:

0.00

CERTIFICATE OF INCORPORATION OF

SVAM INTERNATIONAL INC.

under Section 402 of the Business Corporation Law

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

(1) The name of the Corporation is:

SVAM INTERNATIONAL INC.

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

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

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

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

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

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

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

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

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

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

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

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

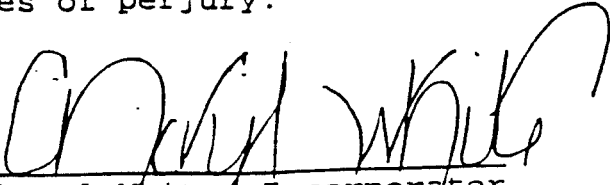
(5) The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process against it may be served, and the post office address to which the Secretary of State shall mail a copy of such process served upon him is:

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

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

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

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


Cheryl White, Incorporator

172 A Washington Avenue
Albany, New York 12210

**E-149-20**

Certified:

NIFS ID:CQIT20000001**Department: Information Technology****Capital:**

SERVICE: Supplemental Staffing Services

Contract ID #:CQIT20000001

NIFS Entry Date: 21-AUG-20

Term: from to

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

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

Vendor Info:	
Name: SVAM International Inc.	Vendor ID#: 113190965-01
Address: 233 East Shore Road Suite 201 Great Neck, NY 11023	Contact Person: Allen Goldin
	Phone: 516-466-6655 x218

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

Routing Slip

Department	NIFS Entry: X	24-SEP-20 -- CCAPOLONGO
Department	NIFS Approval: X	24-SEP-20 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	02-OCT-20 -- IQURESHI
OMB	NIFS Approval: X	29-SEP-20 -- SDEWS
County Atty.	Insurance Verification: X	24-SEP-20 -- AAMATO
County Atty.	Approval to Form: X	24-SEP-20 -- MMISRA

CPO	Approval: X	06-OCT-20 -- KOHAGENCE
DCEC	Approval: X	09-OCT-20 -- JCHIARA
Dep. CE	Approval: X	21-OCT-20 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	30-OCT-20 -- JSCHANTZ
Legislature	Approval: X	10-NOV-20 -- CALBERT
Comptroller	Deputy: X	12-NOV-20 -- JSCHOEN
NIFA	NIFA Approval: X	25-NOV-20 -- MWORSHAM

Contract Summary

<p>Purpose: Nassau County Department of Information Technology may identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with nine vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the thirty-two (32) support service categories/levels the vendor provided rates. This Agreement will enable SVAM to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services.</p>
<p>Method of Procurement: RFP</p>
<p>Procurement History: The Contract was entered into after a written request for proposals was issued on November 1, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on December 6, 2019. Twenty-one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland (IT), Joseph Jacovina (IT), Andrew Lester (IT), Erick Bautista (IT), and Douglas Rodriguez (IT). The proposals were scored and ranked. As a result of the scoring and ranking, nine vendors were selected.</p>
<p>Description of General Provisions: 1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.</p> <p>2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.</p> <p>3. Upon receipt of a SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of a SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by:</p> <p>a. Indicating an hourly rate that is equal to or less than the rate listed in the contract.</p> <p>b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.</p> <p>c. Submitting any forms that NCIT requires to be submitted with SOW responses.</p> <p>4. All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.</p> <p>5. NCIT may select one of more qualified vendors to provide the supplemental staffing services requested in a SOW</p>
<p>Impact on Funding / Price Analysis: Maximum amount of \$10,000,000.00. Partial encumbrance of \$400,000.00.</p>
<p>Change in Contract from Prior Procurement: N/A</p>
<p>Recommendation: (approve as submitted)</p>

Advisement Information

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BUDGET CODES		FUNDING SOURCE	AMOUNT		LINE	INDEX/OBJECT CODE	AMOUNT			
Fund:	ITGEN1000				01	ITGEN1000/DE505	\$ 400,000.00			
Control:							\$ 0.00			
Resp:							\$ 0.00			
Object:	DE505						\$ 0.00			
Transaction:							\$ 0.00			
Project #:							\$ 0.00			
Detail:							\$ 0.00			
RENEWAL						TOTAL	\$ 400,000.00			
% Increase										
% Decrease										



Certified:

E-149-20

NIFS ID:CQIT20000001

Department: Information Technology

Capital:

SERVICE: Supplemental Staffing Services

Contract ID #:CQIT20000001

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Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

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<p>Impact on Funding / Price Analysis: Maximum amount of \$10,000,000.00. Partial encumbrance of \$400,000.00.</p>
<p>Change in Contract from Prior Procurement: N/A</p>
<p>Recommendation: (approve as submitted)</p>

Advisement Information

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BUDGET CODES		FUNDING SOURCE	AMOUNT		LINE	INDEX/OBJECT CODE	AMOUNT			
Fund:	ITGEN1000				01	ITGEN1000/DE505	\$ 400,000.00			
Control:							\$ 0.00			
Resp:							\$ 0.00			
Object:	DE505						\$ 0.00			
Transaction:							\$ 0.00			
Project #:							\$ 0.00			
Detail:							\$ 0.00			
RENEWAL						TOTAL	\$ 400,000.00			
% Increase										
% Decrease										

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 400,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 400,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
01	ITGEN1000/DE505	\$ 400,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 400,000.00

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 DEPARTMENT OF INFORMATION TECHNOLOGY, AND SVAM INTERNATIONAL, INC. (“SVAM).

WHEREAS, the County has negotiated a personal services agreement with SVAM for supplemental staffing, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



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

1. Vendor: SVAM International Inc.

2. Dollar amount requiring NIFA approval: \$10000000

Amount to be encumbered: \$400000

This is a New

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

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

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

3. Contract Term: Upon Execution to three years

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Nassau County Department of Information Technology may identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with nine vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the thirty-two (32) support service categories/levels the vendor provided rates. This Agreement will enable vendors to respond to any State of Work (¿SOW¿) issued by NCIT for which the vendor is qualified to provide services.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

IQURESHI

02-OCT-20

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: SVAM International, Inc.

CONTRACTOR ADDRESS: 233 East Shore Road Suite 201, Great Neck, NY
11023

FEDERAL TAX ID #: 11-3190965

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

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

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

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

The Contract was entered into after a written request for proposals was issued on November 1, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on December 6, 2019. Twenty-one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland (IT), Joseph Jacovina (IT), Andrew Lester (IT), Erick Bautista (IT), and Douglas Rodriguez (IT). The proposals were scored and ranked. As a result of the scoring and ranking, nine vendors were selected.

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

The contract was originally executed by Nassau County on _____. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LIST net websites. Proposals were due on _____. Proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, vendors were selected.

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

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

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

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

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

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

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

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

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

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

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

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

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


Department Head Signature

7/23/20
Date

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

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, NY 11501 (the "Department" or "NCIT") and (ii) SVAM International, Inc., having its principal office at 233 East Shore Road, Great Neck, NY 11023 (the "Contractor").

WITNESSETH:

WHEREAS, a Request for Proposals for supplemental staffing services (the "RFP") was issued on November 1, 2019; and

WHEREAS, the Contractor submitted a proposal to provide supplemental staffing services found to be beneficial to the County; and

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

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

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

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

1. **Term.** This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of information technology supplemental staffing services (the "Services") and is described in detail in Appendix A ("Scope of Services & Procedures") attached hereto and incorporated herein by reference.

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 Ten Million Dollars (\$10,000,000) ("Maximum Amount") payable in accordance with Appendix B ("Cost Proposal") attached hereto and incorporated herein by reference.

(b) Partial Encumbrance. The Contractor understands that only Four Hundred Thousand Dollars (\$400,000.00) for Services is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

(c) The Contractor shall not perform any work under this Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW") authorized by the County in writing and agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds

sufficient to cover all work to be performed pursuant to such SOW.

(d) The County shall have no liability under this Agreement for any work performed (i) that was not authorized by an SOW and/or where the Contractor's costs exceed the amount authorized by those documents, (ii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iii) where the Contractor's costs exceed the amount/rates specified in Appendix B ("Cost Proposal").

(e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(f) 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").

(g) 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.

(h) 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.

(i) 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 or during the term of a Stop Work Order.

4. Stop Work Order. The County at its sole discretion may issue a written or oral order to the Contractor to stop work under a particular Statement of Work ("Stop Work Order"), at any time, requiring the Contractor to suspend or stop all, or any part, of the performance due under the Statement of Work ("SOW") for any reason.

(a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:

(i) Stop or suspend the work for a specific period of time, or

- (ii) Cancel the Stop Work Order and continue work on an SOW, or
- (iii) Terminate the work covered by the Stop Work Order.

(b) If a Stop Work Order is canceled, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if :

- (i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
- (ii) The Stop Work Order results in a change of deliverables for an SOW.
- (iii) Any other reason the County deems necessary and appropriate.

(c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

(d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5. Acceptance Criteria.

(a) Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to the County, or destroyed as required by the County. Proprietary qualified vendor materials licensed to the County shall be identified to the County by the qualified vendor prior to use or provision of Services hereunder and shall remain the property of the qualified vendor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the qualified vendor requires the development of application or systems software, all software source and object code is the property of Nassau County.

(b) In the event that a SOW defines the need for the Contractor to provide specific Deliverable(s), NCIT shall notify the Contractor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

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

- Cancel the SOW.

- Terminate the Agreement.
- Contract with a different Contractor for the Services.
- Engage with another Contractor outside of this Agreement, if no Contractor is able to perform the required Supplemental Staffing Services.
- Invoice the original Contractor for any differential in price over the original SOW price.

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

6. **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).

7. **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.

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

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

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

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

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

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

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

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

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

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

9. **Confidentiality.**

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

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

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

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

(e) Non-Disclosure Agreement (NDA). In furtherance of this Section, Contractor and Contractor Agents, including subcontractors providing services under this

Agreement shall be required to enter into an NDA pursuant to Appendix C.

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

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

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

11. **Contractor Personnel.**

(a) The Contractor shall require that all Contractor personnel providing Services under this Agreement to comply with all reasonable security requirements of the County.

(b) **Key Personnel.**

- (i) The Contractor acknowledges that the Contractor personnel providing Services under this Agreement have unique skills, knowledge, training and experience such that the Contractor's representation that it will engage or employ such individuals to perform the Services was a material consideration in the award of this Agreement to the Contractor ("Key Personnel"). Except as otherwise agreed to by the parties in writing, the Contractor's engagement or employment of Key Personnel to perform the Services or their replacements made in accordance with this Section is an obligation of the Contractor.
- (ii) Except as otherwise agreed to by the parties in writing, it is the intent of the parties that Key Personnel initially assigned to perform work under the Agreement continue through completion of the Services or such time as the parties mutually agree that an individual's responsibilities have been fulfilled under the Agreement. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the Contractor's control, as permitted by the County.
- (iii) Within five (5) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which appointment is subject to approval by the County, not to be unreasonably withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such transition period, including

through other Contractor resources providing services remotely. The Contractor shall deploy commercially reasonable efforts to ensure a smooth transition between the departing and newly-assigned individuals at no additional cost to the County, which transition must include the provision of knowledge transfer documentation, cooperation between the former and newly-assigned individuals, and an overlap, to the extent possible, in the assignment of the former and newly-assigned individual for a duration of a maximum of ten (10) business days, unless County consents to a longer period.

- (iv) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of the County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the project.

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

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

13. **Subcontracting.**

(a) The Contractor shall only subcontract work in conformance with Section 12 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

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

and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

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

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

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

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

(a) Any reports, documents, data, photographs, Deliverables, and/or other materials provided to the Contractor by the County shall remain the property of the County and any reports, documents, data, photographs, Deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement shall be considered "Work Product". Work Product shall upon its creation become the exclusive property of the County. The County may use any Work Product prepared by the Contractor in such manner, for such purposes, and as often as the County may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the Contractor.

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

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

(d) Contractor shall promptly and fully inform the County, in writing, of any intellectual property dispute, whether existing or potential, of which Contractor has knowledge, relating to any

Work Product related to the subject matter of this Agreement or coming to Contractor's attention in connection with this Agreement.

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

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

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

(d) **Infringement Indemnification.**

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

(ii) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the

aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

- (iii) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
- (iv) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

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

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

(c) **Delivery; Coverage Change; No Inconsistent Action.** Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date

of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Project Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

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

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

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

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of

all manufacturers' standard commercial warranties for individual deliverables, if any.

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

(g) The warranties set forth herein shall survive any termination of the Agreement with respect to a SOW in accordance with the stated warranty term(s).

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **Appendices, Exhibits and Attachments.**

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

- (i) Appendix A: Scope of Services & Procedures
- (ii) Appendix B: Cost of Services
- (iii) Appendix C: Non-Disclosure Agreement (NDA)
- (iv) Appendix D: Supplemental Staffing Support Service Categories
- (v) Appendix EE: Equal Employment Opportunities for Minorities and Women
- (vi) Appendix L: Certificate of Compliance

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

28. **Financial Deterioration of Contractor.** In the event the Contractor, its assignees or

successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

29. **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).

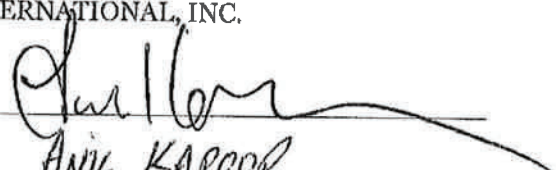
(b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are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

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

[Remainder of Page Intentionally Left Blank.]

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

SVAM INTERNATIONAL, INC.

By: 

Name: ANIL KAPOOR

Title: PRESIDENT & CEO

Date: 07/09/2020

NASSAU COUNTY

By: 

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 12/8/20

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 9th day of July in the year 2020 before me personally came ANIL KAPOOR to the personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the President & CEO of SRAM International Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

RAJEEV KAUL
Notary Public, State of New York
No. 01KA5080893
Qualified in Nassau County
Commission Expires June 23, 2023

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8 day of Dec in the year 2020 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 Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #016190782
COMM. E.P. 08/04/2012
COMMISSIONED IN NASS COUNTY

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:

ANIL KAPOOR (Name)

233 E Shore Rd, # 201, Great Neck NY 11023 (Address)

516-466-6655 (Telephone Number)

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

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

N/A

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

N/A

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.

07/09/2020
Dated



Signature of Chief Executive Officer

ANIL KAPOOR
Name of Chief Executive Officer

Sworn to before me this

9th day of July, 20 20

Notary Public


RAJEEV KAUL
Notary Public, State of New York
No. 01KA5080893
Qualified in Nassau County 2023
Commission Expires June 23, 2023

APPENDIX A

SCOPE OF SERVICES & PROCEDURES

The purpose of this Agreement is to establish a vehicle with the Contractor to provide Supplemental Staffing Services to the County. This Agreement will enable the Contractor to respond to any Statement of Work ("SOW") issued by the Nassau County Department of Information Technology ("NCIT") for which that Contractor is eligible to provide Services as specified in Appendix B ("Cost Proposal").

Upon execution of this Agreement, from time to time, NCIT may identify a need for individual or project related Supplemental Staffing Services. NCIT may issue an SOW for a project requiring Supplemental Staffing Services. The SOW will describe in detail which of the thirty-two (32) Support Service Categories and levels NCIT requires as well as a detailed description of the requirements. Support Service Categories are described in detail in Appendix D ("Supplemental Staffing Support Service Categories"). NCIT will send the SOW to those Contractors previously identified as able to provide the Supplemental Staffing Services required for the specific Support Service Category(ies) required for the SOW as identified in Appendix B.

Contractors shall review the SOW and submit offers to provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Contractors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Contractors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Contractors to provide Supplemental Staffing Services under the SOW.

Please be advised that Contractors are not guaranteed work under this Contract. Rather, the Contract provides a Contractor with the eligibility to bid on a particular SOW for which the Contractor can provide the necessary Supplemental Staffing Services.

Individual Statements of Work

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Contractor who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor's personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Agreement to extend the term for the period the Contractor's personnel are needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services,

including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

NCIT will allow Contractors a specific period of time from the time NCIT issues a SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the job description(s) and skill set requirements.

Contractor Reporting/Documentation

Upon selection to perform the Services specified in an SOW, the Contractor will be required to provide NCIT with a Weekly Status Report. The Weekly Status Report format and details will be provided to the Contractor by NCIT. All documentation must be in the format specified by and acceptable to NCIT.

The Contractor may also be required to provide NCIT with other documentation and/or reports as required by NCIT. All such documentation and reports must be in the format specified by and acceptable to NCIT.

Failure to provide NCIT with acceptable Weekly Status Reports, other documentation or reports may result in delay of payment to the Contractor and/or disqualification of the Contractor to perform work on the SOW. If a Contractor repeatedly fails to provide NCIT with acceptable documentation or reports, the Contractor may be disqualified from performing any Services under this Agreement. NCIT will be the final judge of whether documentation and reporting requirements are being met by the Contractor.

Other Considerations

All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of the Contractor or, if applicable, the Contractor's Agents and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

The Contractor must ensure that all employees assigned to work under an SOW have the training and are qualified to perform the task(s) and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Contractor shall provide a replacement acceptable to the County.

NCIT will provide workspace and facilities for all Contractors performing Supplemental Staffing Services under an SOW, as appropriate.

NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW.

Pricing Schedule (Total Firm Fixed Prices)

Rates for this Contract will remain firm for the life of the Contract. This does not preclude any Contractors from offering a Rate lower than the established Rate in the Agreement in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will

not provide any extra compensation/ reimbursement for this purpose.

Contractor Performance Criteria

NCIT has established specific Contractor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Contractors will be required to meet or exceed the following performance criteria:

1. Certification of Employee Skill Sets and Capability to Perform Required Tasks.

NCIT may disqualify, **for any reason**, personnel presented by the Contractor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Contractor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Contractor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Contractor, NCIT determines that the employee does not have the required skill sets or experience.
- Poor professional manner.

This includes, but is not limited to the Minimum Service Standards outlined in Section 9 above.

If NCIT terminates personnel placed on assignment by the Contractor because the person's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Contractor for that period. This also denotes Cause for termination of the Contract.

The Contractor ***must*** warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation of a skill set, experience level, or professional manner lapses.

2. Personnel Substitution.

The Contractor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Contractor shall provide notice to

NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove of the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

Contractor Disqualification

A Contractor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

NCIT reserves the right to remove from eligibility all Contractors that are inactive (have not responded to an SOW) for twelve (12) consecutive months during the Contract term.

Deliverables

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Contractor materials licensed to the County shall be identified to the County by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Contractor requires the development of application or systems software, all software source and object code is the property of Nassau County.

Change Management Request

A Change Management Request shall be required to authorize an amendment of the SOW in scope and/or dollar value.

No work requested in the Change Management Request may be performed until the Change Management Request has been approved and signed by both NCIT and the Contractor. However, a Change Management Request may require an amendment or advisement of the Agreement. In the case where an amendment or advisement of the Agreement is required, no work may be performed until the amendment or advisement have been fully approved and executed by Nassau County and certified by the Clerk of the Legislature. The Contractor will be responsible for making sure all required approvals have been obtained prior to proceeding with any work on an SOW.

Nassau County will not be liable for any work performed without all necessary Nassau County approvals.

The Change Management Request will state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule and the appropriate

approval signatures. The Change Management Request must also specify any changes to the completion deadlines specified in the SOW.

The Contractor shall be responsible for maintaining documentation denoting any changes agreed upon with the County.

APPENDIX B COST PROPOSAL

Support Service Categories

Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories listed in Appendix C ("Supplemental Staffing Support Service Categories"), the Contractor has provided their best rate which is listed in the column on this form based on the following:

Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.

Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.

Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the Contractor has provided rates under which the Contractor will provide personnel that meet the qualifications of the Support Service Category(ies) as described in Appendix C. The rate provided for each category will be the maximum rate that a Contractor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Contractor's proposed personnel must have the requisite years of experience within the individual Support Service Category(ies). The Contractor cannot aggregate experience from different Support Service Categories.

Contractors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Agreement will remain firm for the life of the Agreement. This does not preclude any Contractor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

In the case where the personnel requested must perform multiple categories of work simultaneously, the Contractor may charge the highest rate between all required categories at the level of skill required.

Appendix B- SVAM Cost of Services

Service Category Number	IT Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
1	Labor Support Services*	\$25	\$35	\$45
2	Clerical Support Services*	\$35	\$45	\$50
3	Help Desk Support Services	\$50	\$65	\$75
4	Desktop Support Services	\$50	\$65	\$75
5	Database Management Services	\$100	\$120	\$140
6	EDMS Services*	\$110	\$130	\$150
7	IT Training Services	\$100	\$130	\$150
8	Electronic Commerce/ EDI Services	\$105	\$120	\$135
9	Project Management Services	\$100	\$125	\$150
10	Microsoft Exchange Services	\$80	\$95	\$115
11	Computer Programming Services	\$100	\$125	\$150
12	System Programming Services	\$80	\$100	\$120
13	GIS Services*	\$110	\$125	\$140
14	IT Support Staff Services – Data Center Operations	\$70	\$85	\$105
15	Network Security Services	\$115	\$135	\$150
16	Computer Systems Security Services	\$105	\$125	\$150
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	\$50	\$65	\$75
18	Technical Writing Services	\$80	\$90	\$105
19	Computer Systems Analysis Support Services	\$100	\$125	\$150
20	Unix and Linux System Administration Services	\$85	\$105	\$125
21	Web Environment Services	\$85	\$100	\$115
22	Software Engineering Services	\$95	\$115	\$135
23	Database Technical Services	\$95	\$110	\$130
24	Application Services for Servers/Blades	\$100	\$125	\$150
25	Wiring Technical Services*	\$55	\$65	\$75
26	Wireless Networking Services	\$60	\$70	\$80
27	Network Support Services	\$75	\$90	\$110
28	Server Support Services	\$85	\$105	\$125
29	Project Support Services	\$100	\$125	\$150
30	Peoplesoft Support Services*	\$100	\$125	\$150
31	APEX Oracle Support Services*	\$100	\$125	\$150
32	Information Technology Accounting Support Services*	\$50	\$60	\$70

Appendix C

Non-disclosure Agreement (NDA)

WHEREAS, Nassau County Department of Information Technology ("County") and SVAM ("Contractor") have entered into Nassau County contract number "Contract Number" known as the (Supplemental Staffing) (the "Supplemental Staffing"); and

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

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

Term.

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

Confidential Information.

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

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

Non-Disclosure.

(a) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agent(s) are obligated to hold in confidence, in the same manner as Contractor Agents hold Contractor's

own confidential information of like kind, all Confidential Information to which they may have access under the Supplemental Staffing Contract; provided that in no event shall the Contractor and the Contractor Agent(s) exercise less than reasonable care to protect the Confidential Information.

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

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

Exclusions.

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

Reporting.

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

Ownership.

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

Performance.

(a) Except to the extent necessary to provide services under the Supplemental Staffing Contract and with the consent of the County, neither the Contractor nor the Contractor Agent(s) shall attach or load

any additional hardware or software to County equipment. The Contractor and the Contractor Agent(s) shall use only those access rights and shall access only Information authorized by the County.

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

Assignment.

Neither the Contractor nor the Contractor Agent(s) shall assign or subcontract their obligations under this NDA.

Breach.

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

Severability.

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

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

By: Allen Goldin
Name: Allen Goldin
Title: Director Business Development
Date: 7/13/2020

By: _____
Name: _____
Title: _____

Appendix D

SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders provided their best rate in the columns in Appendix A Cost Proposal or a duplicate of the chart in Appendix A based on the following:

Level 1 – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.

Level 2 – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.

Level 3 – Individuals with ten (10) or more years' experience within the specific Support Service Category.

Please Note: The following Support Service Categories are employed to supplement or augment current Information Technology staff.

Support Service Categories

Service Category Number	Service Category	Description
1	Labor Support Services	<p>Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
2	Clerical Support Services	<p>Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/processing deliveries, entering/tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.</p>
3	Help Desk Support Services	<p>User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>

Appendix D
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
4	Desktop Support Services	<p>Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
5	Database Management Services	<p>Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.</p>
6	EDMS Services	<p>Services specific to Electronic Document Management Systems (EDMS).</p> <ul style="list-style-type: none"> • <u>Professional Services</u> - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving. • <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.

Appendix D
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
7	IT Training Services	Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.
8	Electronic Commerce/ EDI Services	<p>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</p> <ul style="list-style-type: none"> • <u>Professional Services</u> - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance. • <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
9	Project Management Services	Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.
10	Microsoft Exchange Services	Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.
11	Computer Programming Services	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.

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SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
12	System Programming Services	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
13	GIS Services	<p>Services specific to various forms of Geographic Information Systems (GIS).</p> <ul style="list-style-type: none"> • <u>Project Support Services</u> – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS). • <u>Programming/ Analysis Services</u> - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
14	IT Support Staff Services – Data Center Operations	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
15	Network Security Services	<p>Services specific to security on the County network.</p> <ul style="list-style-type: none"> • <u>Professional Services</u> - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN). • <u>Other Services</u> - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.

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SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
16	Computer Systems Security Services	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	<p>Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
18	Technical Writing Services	<p>Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to:</p> <ul style="list-style-type: none"> • Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers. • Online help and web-based help. • Product specifications. • Project planning & management. • Production and printing documentation. • Indexing of printed and online documents. <p>Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.</p>

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SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
19	Computer Systems Analysis Support Services	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	Unix and Linux System Administration Services	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/ component updates.
21	Web Environment Services	Services associated with the County's web environment. <ul style="list-style-type: none"> • Programmatic Support – Tasks may include, but are not limited to: <ul style="list-style-type: none"> ○ Web Designers - Graphic development of new content areas on site, ILWWCM education/support. ○ Java Programmers – JSP understanding, web development, work with vendors. • Technical Support - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.
22	Software Engineering Services	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
23	Database Technical Services	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
24	Application Services for Servers/Blades	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.

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Service Category Number	Service Category	Description
25	Wiring Technical Services	<p>Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
26	Wireless Networking Services	<p>Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.</p>
27	Network Support Services	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
28	Server Support Services	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>

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Service Category Number	Service Category	Description
29	Project Support Services	<p><u>Enterprise Services</u> – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&V) testing.</p> <p><u>Graphics and Presentation</u> - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.</p> <p><u>Middleware Integration</u> - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.</p> <p><u>Operational</u> - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.</p> <p><u>Organizational</u> - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.</p> <p><u>Planning</u> - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management.</p> <p><u>Research and Analysis</u> - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.</p>

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Service Category Number	Service Category	Description
30	People Soft Support Services	Design, develop, support and maintain County's Peoplesoft Human Capital Module applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, testing, reporting, procedures and best practices
31	APEX Support Services	Design, develop, support and maintain County's Apex Oracle applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.
32	Information Technology Accounting Support Services	Basic and government accounting services for Information Technology functions. Tasks may include, but are not limited to, management of operating and capital funds, accounts payable, accounts receivable, budgets development, analysis, and oversight, projections, chargebacks, cost accounting, journal entries, grant and contract management.