



Certified: --

**E-103-23**

Filed with the Clerk of the  
Nassau County Legislature  
August 24, 2023 11:27AM

**NIFS ID: CFIT23000001**

Capital: X

Contract ID #: CFIT23000001

NIFS Entry Date: 05/31/2023

**Department: Information Technology**

Service: APEX Consulting - Capital

Term: Upon Execution Date for Two Years

Contract Delayed:

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

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

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

Department:
Contact Name: <b>Nancy Statnton ***Final complete Contract to Rosemarie Torla***</b>
Address: <b>240 Old Country Rd. Mineola, NY 11501</b>
Phone: <b>(516) 571-4451</b>
Email: <b>rtorla@nassaucountyny.gov</b>

## Contract Summary

**Purpose:** Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include but are not limited to, assisting with upgrades of Apex as needed, and when determined to be beneficial, Training current staff in Apex 20.2, Assisting with enhancements and upgrades of existing APEX applications, Assisting with building APEX applications for county departments upon request, and LDAP integration. There are approximately 150 Apex applications in use in several NC departments. The applications designed under the Oracle APEX product have benefited the county by making processes more efficient, reducing paperwork, eliminating human error, and providing audit trails of activity.

**Method of Procurement:** RFP# IT0210-2315

**Procurement History:** The Contract was entered into after a written request for proposals was issued on 2/15/2023. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and by publication on the County procurement website. Proposals were due on 2/24/2023. Two (2) proposals were received and evaluated. One proposal was disqualified based on the date of arrival and incomplete response; The evaluation committee consisted of four (4) staff: Rosemarie

Torla (IT), Michael Kessler (IT), Mairén Medina-Torres (Deputy Commissioner IT) and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the of the scoring and ranking, the highest-ranking proposer was selected.

**Description of General Provisions:** The Contractor will be required to assist in the following:

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

The Contractor shall provide the following deliverables to the County:

- o Expert Oracle APEX consulting and development services as required on a continuous basis during the contract period.
- o Design and develop software solutions that are user friendly, scalable and support the County's requirements on demand and as needed.
- o Hold on-site project kick off meetings which may include project team members from the Contractor and County staff
- o Create and provide weekly status reports, issues log, attend weekly status meetings and other meetings as required
- o Implementation of new solutions as per requirements in consultation with the County
- o Integration, Unit, and User Acceptance Testing (UAT) of the proposed solution
- o Provide any installation, configuration, and implementation work as required to launch the solution on all required platforms such as Development, Staging and Production environment.
- o Mentor and transfer solution specific knowledge to County staff by including them in the design, development, configuration and deployment related activities throughout the project.

**Impact on Funding / Price Analysis:** Maximum amount is \$4,000,000.00; Partial encumbrance of \$500,000

**Change in Contract from Prior Procurement:** None

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			02	PWCAP	0002	PWCAP 0002 97103 000	01	\$500,000.00
Project Number		97103						
Project Detail		000						
TOTAL							\$500,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$500,000.00
Other	\$0.00
Total	\$500,000.00

## Routing Slip

Department			
NIFS Entry	Rosemarie Torla	05/31/2023 11:53AM	Approved
NIFS Final Approval	Nancy Stanton	05/31/2023 12:25PM	Approved
Final Approval	Nancy Stanton	05/31/2023 12:25PM	Approved
DPW			
Capital Fund Approval	Chris Yansick	06/20/2023 09:39AM	Approved
Final Approval	Chris Yansick	06/20/2023 09:39AM	Approved
County Attorney			
RE & Insurance Verification	Nick Sarandis	06/30/2023 10:31AM	Approved
Approval as to Form	Thomas Montefinise	06/22/2023 03:54PM	Approved
NIFS Approval	Mary Nori	06/30/2023 05:04PM	Approved
Final Approval	Mary Nori	06/30/2023 05:04PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	06/20/2023 11:51AM	Approved
NIFA Approval	Irfan Qureshi	06/29/2023 03:08PM	Approved
Final Approval	Irfan Qureshi	06/29/2023 03:08PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/06/2023 10:25AM	Approved
DCE Compliance Approval	Robert Cleary	08/22/2023 11:23AM	Approved
Vertical DCE Approval	Arthur Walsh	08/23/2023 04:03PM	Approved
Final Approval	Arthur Walsh	08/23/2023 04:03PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/24/2023 10:31AM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

## Additional Info

Notes	Created By	Created On
Updated Liability Insurance was sent to procurement for upload to file.	RTORLA	06/23/2023 02:20 PM

## Additional Info

Notes	Created By	Created On
An updated insurance certificate has been requested and will be added to the file upon receipt.	RTORLA	06/21/2023 03:44 PM

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

**WHEREAS**, the County negotiated a personal services agreement with Insum Solutions Corp. for services, *inter alia*, assisting with upgrades, enhancements, building, and LDAP integration of APEX as needed, and when determined to be beneficial, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Room 608, Mineola NY 11501 (the "Department") and (ii) Insum Solutions Corp, having its principal office at 46 Beekman Street, Plattsburgh, NY 12901 (the "Contractor").

### W I T N E S S E T H:

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

WHEREAS, the County issued RFP # IT0210-2315 to solicit proposals for Oracle APEX Consulting services (Request for Proposals (RFP) attached as Exhibit D); and

WHEREAS, the County awarded a contract to Insum Solutions Corp on March 17, 2023; and

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

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

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

1. Term. This Agreement shall commence on Effective Date and remain in effect for two (2) years, unless sooner terminated in accordance with the provisions of this Agreement. The Department may renew this Agreement under the same terms and conditions for an additional two (2) year period, at the Department's sole discretion.

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

3. Payment. (a) (i) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, under this Agreement shall not exceed the sum of Four Million Dollars (\$4,000,000.00) (the "Maximum Amount"), which shall be payable according to the rate schedule fees in Exhibit B.

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

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

designated representative (the "Comptroller").

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

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

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event

that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

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

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

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

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

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

8. Ownership of Work Product/Right to Works.

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

(b) The Work Product shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County is the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent such Work Product does not qualify as "work-made-for hire", the Contractor hereby irrevocably transfers, assigns and conveys to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Work Product, and they shall be used by the Contractor for no other purpose without the prior written permission of the County. This Section 8 will not be construed as limiting Contractor from performing consulting services similar to the Services or provide deliverables and work product similar to the Work Product for or to other persons, provided that Contractor does so in compliance with the terms and conditions of this Agreement and does not breach the County's rights.

(c) In no case shall this Section 8 apply to, or prevent the Contractor from asserting or protecting its rights in, and in no case shall Work Product include, any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement, as well as any improvement made to such pre-existing material, irrespective of the moment at which it was produced.

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

9. Confidentiality.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement ("Confidential Information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County. Notwithstanding the foregoing, the following shall not be deemed "Confidential Information": information that: (a) was independently developed by Contractor

without reference to the Confidential Information of the County or any breach of this Agreement; (b) was at the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Contractor; (c) Contractor can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder; or (d) Contractor rightfully obtained from a third party who was not, to Contractor's knowledge, under any obligations of confidentiality with respect thereto, had the right to transfer or disclose it and who provided it not subject to any confidentiality obligation

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

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

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

10. Contractor Personnel.

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

(b) Key Personnel.

(i) The Contractor acknowledges that the Contractor personnel identified in Exhibit B have unique skills, knowledge, training and experience such that the Contractor's representation that it will engage or employ such individuals to perform the Services was a material consideration in the award of this Agreement to the Contractor ("Key Personnel"). Except as otherwise agreed to by the parties in writing, the Contractor's engagement or employment of Key Personnel to perform the Services or their replacements made in accordance with this section 10 is an obligation of the Contractor.

(ii) Except as otherwise agreed to by the parties in writing, it is the intent of the parties that Key Personnel initially assigned to perform work under the Agreement continue through completion of the Services or such time as the parties mutually agree that an individual's responsibilities have been fulfilled under the Agreement. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the Contractor's control, as permitted by the County.

(iii) Within ten (10) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which appointment is subject to approval by the County, not to be unreasonably withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such transition period, including through other

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

11. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, direct losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) and direct damages ("Losses"), arising out of or in connection with claims, suits actions or proceedings which may be brought or instituted by a third party against one or more Indemnified Parties resulting from (i) a breach by the Contractor or a Contractor Agent, of applicable laws; or (ii) Contractor's or a Contractor Agent's negligence or willful misconduct including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including in connection with the investigation of any acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement. Notwithstanding the foregoing, in no event will Contractor be required to take any action that could have the effect of undermining its defense of a claim in action with this Agreement.

(d) Infringement Indemnification.

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

(ii) In addition to the foregoing, if the use of any Work Product

shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(iii) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(iv) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

(e) **Limitation of Liability.** EXCEPT FOR LIABILITY RESULTING FROM CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY OBLIGATIONS, AND TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL CONTRACTOR'S TOTAL LIABILITY TO THE COUNTY FOR ANY DAMAGES OF ANY KIND OR NATURE, HOWSOEVER ARISING, EXCEED THE GREATER OF TWO (2) TIMES THE VALUE OF THE AGREEMENT OR THE ACTUAL AMOUNT INDEMNIFIED BY THE CONTRACTOR'S INSURER. THIS LIMITATION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY.

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

12. **Insurance.** (a) **Types and Amounts.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the

Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

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

Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Appendices, Exhibits and Attachments.

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

INSUM SOLUTIONS CORP.

By: 

Name: Francis Mignault

Title: CEO

Date: May 19 2023

NASSAU COUNTY

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

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

Title: County Executive

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

CITY OF MONTRÉAL)  
)ss.:  
PROVINCE OF QUÉBEC )

On the 19th day of May in the year 2023 before me personally came Francis MIGNAULT to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the Province of Québec; that he or she is the CEO of INSUM SOLUTIONS CORP., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Isabelle Thibault, notary  
Mtre Isabelle THIBEAULT, Notary

NOTARY PUBLIC



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

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 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

## **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.

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Name: *Francis Mignault*  
Address: *42 Birch, Gore, Quebec, J0V 1K0, Canada*  
Tel. Number: *1-866-887-1670 x223*

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

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

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

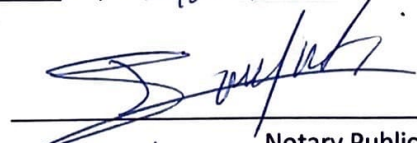
5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

Dated:

  
Francis Mignault, CEO

Sworn to before me this 8 day of March, 2023.

  
Notary Public  
Avocate 277468-2

investigation has been commenced, describe below:

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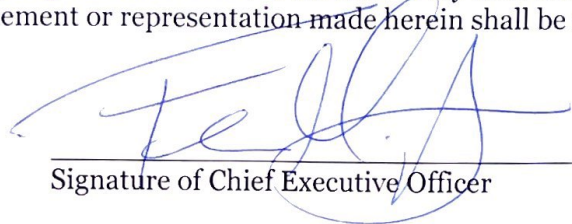
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

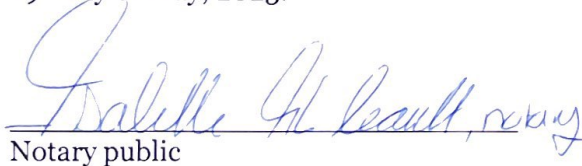
\_\_\_\_ May 19, 2023 \_\_\_\_  
Dated

  
\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_ Francis Mignault \_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

19<sup>th</sup> day of May, 2023.

  
\_\_\_\_\_  
Notary public



## Exhibit A -Scope of Services

Services to be performed at the request of the Department include but are not limited to the following Oracle Apex projects.

- a. Upgrade Apex from 4.2 to 5.1
- b. Training current staff in Apex 5.1
- c. Assisting with building applications for county departments upon request
- d. Applications to collecting fees on line, reduce paper and become more efficient.
- e. LDAP integration
- f. Password Reset Tool

The services required for any given project may include estimates, analysis, system design, development, data conversion and documentation, programming and training existing county staff.

### **The Contractor will be required to assist in the following:**

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

### **The Contractor shall provide the following deliverables to the County:**

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

other meetings as required

- Implementation of new solutions as per requirements in consultation with the County
- Integration, Unit, and User Acceptance Testing (UAT) of the proposed solution
- Provide any installation, configuration, and implementation work as required to launch the solution on all required platforms such as Development, Staging and Production environment.
- Mentor and transfer solution specific knowledge to County staff by including them in the design, development, configuration and deployment related activities throughout the project.

## Exhibit B – Cost of Services

Nassau County Department of Information Technology will pay for services according to the hourly rate chart listed below. The Department may also use additional Contractor staff as needed by Consultant Type listed below if the Consultants listed in the Consultant Name column are not available. Consulting services will be billed on a monthly basis. Parties may mutually agree to revise list of Consultants as needed to provide Services.

The named Consultants in the hourly rate chart below are at the specified level (Consultant Type) as of the Effective Date of the Agreement. Consultant Type (and corresponding hourly rate) of a named Consultant may change as a result of promotion. In case of the promotion of a resource providing services to the County, the Contractor will notify the County in advance of the new applicable hourly rate for that resource and the County will have the option of (1) keeping that resource involved in the performance of services hereunder at such new rate or (2) ask Contractor to replace such resource for one of the initial type or level of the replaced resource. The increase in rate applying to the promotion of a given resource will only become effective at the end of the current “task” or “project” on which such resource is involved at the time of notification. Promotion rates will not increase by more than an 8% promotion rate increase, plus the lesser of the “Twelve-month percentage change” in the CPI (Consumer Price Index), published by the U.S. Bureau of Labor Statistics or Five Percent (5%)

Rates for Years 1 and 2, indicated below, are fixed and will not be adjusted for inflation. In the case of the exercise of an extension option under the contract, for an additional two-year period, hourly rates for each of Years 3 and Year 4 will be adjusted by the lesser of the “Twelve-month percentage change” in the CPI, published by the U.S. Bureau of Labor Statistics or Five Percent (5%). Inflation rate adjustments will be done, as of the anniversary, of the effective date of the contract.

Work location / Hours - Remote hours must be requested and approved in advance by the Commissioner of the Department of Information Technology. Onsite hours will be worked at 240 Old Country Road, Mineola, NY 11501. Work hours are normal business hours.

Consultant Type	Consultant Name	Year 1		Year 2	
		Remote	On-site	on contract anniversary	Remote On-site
APEX Developer Level 1	Bernadette Lazar	110	135	115	145
APEX Developer Level 1	Paula Del Carpio	110	135	115	145
APEX Developer Level 2	Collen Irwin	125	150	130	160
APEX Developer Level 2	Joshua Mihuc	125	150	130	160
APEX Developer Level 2	Marie Phillips	125	150	130	160
APEX Developer Level 2	Benjamin Shumway	125	150	130	160
APEX Developer Level 3	Angel Flores	135	160	140	170
APEX Developer Level 3	Haniel Burton	135	160	140	170
APEX Developer Level 3	Guillermo Hernandez	135	160	140	170
APEX Developer Level 4	Martin Vallejo	150	180	155	190
APEX Developer Level 4	Henrick Maury	150	180	155	190
System Architect 1	Joseph Blasi	180	215	185	220
System Architect 1	Neelesh Shah	180	215	185	220
System Architect 2	Anton Nielsen	310	345	320	355
DBA	Luc Demanche	180	215	185	220
DBA	Richard Soule	180	215	185	220

## APPENDIX A

### COST PROPOSAL

Nassau County Department of Information Technology will pay for services according to the hourly rate chart listed below. The Department may also use additional Contractor staff as needed by Consultant Type listed below if the Consultants listed in the Consultant Name column are not available. Consulting services will be billed on a monthly basis. Parties may mutually agree to revise list of Consultants as needed to provide Services.

The named Consultants in the hourly rate chart below are at the specified level (Consultant Type) as of the Effective Date of the Agreement. Consultant Type (and corresponding hourly rate) of a named Consultant may change as a result of promotion. In case of the promotion of a resource providing services to the County, the Contractor will notify the County in advance of the new applicable hourly rate for that resource and the County will have the option of (1) keeping that resource involved in the performance of services hereunder at such new rate or (2) ask Contractor to replace such resource for one of the initial type or level of the replaced resource. The increase in rate applying to the promotion of a given resource will only become effective at the end of the current "task" or "project" on which such resource is involved at the time of notification.

Rates listed are applicable for the first contract of two years. In the case where the County opts to renew for an additional two-year period, in order to account for inflation, rates for the new period will be adjusted by no more than the percentage of inflation measured over the course of the previous 12 months as indicated by the official Consumer Price Index posted by the U.S Bureau of Labor Statistics (or any other metric mutually-agreed upon by the Parties).

Work location / Hours - Remote hours must be requested and approved in advance by the Commissioner of the Department of Information Technology. Onsite hours will be worked at 240 Old Country Road, Mineola, NY 11501. Work hours are normal business hours.

Consultant Type	Consultant Name	Hourly Rates - Years 1 & 2			
		Remote Base	Overtime	On-site Base	Overtime
APEX Developer Level 1	Bernadette Lazar	115	115	150	150
APEX Developer Level 1	Paula Del Carpio	115	115	150	150
APEX Developer Level 2	Collen Irwin	130	130	165	165
APEX Developer Level 2	Joshua Mihuc	130	130	165	165
APEX Developer Level 2	Marie Phillips	130	130	165	165
APEX Developer Level 2	Benjamin Shumway	130	130	165	165
APEX Developer Level 3	Angel Flores	140	140	175	175
APEX Developer Level 3	Haniel Burton	140	140	175	175
APEX Developer Level 3	Guillermo Hernandez	140	140	175	175
APEX Developer Level 4	Martin Vallejo	155	155	190	190
APEX Developer Level 4	Henrick Maury	155	155	190	190
System Architect 1	Joseph Blasi	185	185	220	220
System Architect 1	Neelesh Shah	185	185	220	220
System Architect 2	Anton Nielsen	310	310	345	345
DBA	Luc Demanche	185	185	220	220
DBA	Richard Soule	185	185	220	220

The undersigned hereby certifies his or her compliance with the following:

**"NON-COLLUSIVE PROPOSAL CERTIFICATION"**

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide the services, labor material and equipment necessary for this contract.

SUBMITTED BY: 

PRINT NAME: Christopher Jackson

DATE: March 9, 2023

**EXHIBIT C**

**Contractors Proposal**

COUNTY RFP IT0210 - 2315

**Nassau County**  
Long Island, New York



**APPENDIX B:**  
**PROPOSAL RFP# IT0210-2315**

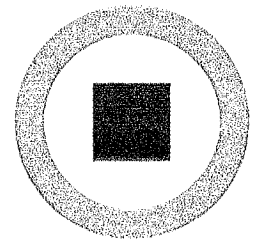
**Oracle APEX Consulting Services**

**PREPARED FOR:**

**Rosemarie Torla, Project Manager at  
Nassau County Department of  
Information Technology**

Prepared by: **Christopher Jackson**

Prepared on: **March 9, 2023**



**insum**  
Talan\*

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March 9th, 2023

Nassau County Department of Information Technology  
RFP # IT0210-2315

RE: APPENDIX B, section d. Detailed cover letter. EIN # 42-1776423

Sir, Madam,

The following parties are authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal.

- Francis Mignault, *CEO*
- Charles Brochu, *Vice-president, Administration*
- Christopher Jackson, *Sr. Director - Business Development*

The attached proposal is valid for 180 days from March 10, 2023 (ie. September 6, 2023)

Sincerely,

A handwritten signature in black ink, appearing to be "Chris Jackson", written over a horizontal line.

Christopher Jackson  
Sr. Director – Business Development

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# INTRODUCTION

Nassau County's 149 APEX applications currently in production today are a testament to its IT department's commitment to APEX application development and its desire to continue delivering high-quality software applications to the County's various departments and stakeholders.

Nassau County is a mature user of Oracle APEX, Oracle's premier Rapid Application Development platform, and has long recognized the value APEX can bring to its organization. With the launch of RFP# IT0210-2315, Nassau County Department of Information Technology (NCIT) wishes to expand and deepen its internal APEX practice to benefit the County and its IT users.

The following proposal will describe how Insum, the world's leading APEX consultancy, will provide NCIT with everything necessary to complete its ongoing APEX projects, expand on its already solid base of APEX good practices, and further refine its internally generated high-quality APEX development and maintenance.

## CONTRACT REQUIREMENTS AND PROPOSED SOLUTION

### UNDERSTANDING OF THE REQUIREMENTS

Wishing to ensure the smooth evolution of its existing applications as well as the quality and performance of the required APEX applications to come in RFP# IT0210-2315, Nassau County is seeking a meaningful partnership with a deeply qualified APEX consultancy. A well-chosen partner can bring about the ideal conditions required to

- Create new, highly-productive yet user-friendly applications tailored to departmental specifications
- Upgrade, maintain and enhance existing applications
- Uplift the County development team's skills and knowledge as well as boost its ability to meet user needs efficiently and thoroughly through mentoring and training
- Expand Nassau County's shared knowledge base of best practices to refine development methods and further improve productivity

### DESCRIPTION OF THE SCOPE OF THE WORK

Insum will **provide the following deliverables** to the County of Nassau:

- Continuous, expert Oracle APEX consulting and development services during the entire duration of the contract period
- Help the team adhere to best practices including but not limited to coding, security, integration architecture, and any additional subject matter that the County needs to address
- On demand and as needed, the design and development of powerful, user-friendly and scalable software solutions, that support the County's requirements
- Organization and holding of on-site project kick off meetings designed to include project team

members from the County staff, to aid smooth execution throughout the project.

- Continued mentorship and solution-specific knowledge transfer designed for County staff during their inclusion in design, development, configuration and deployment-related activities throughout the project
- Implementation of new solutions as per requirements in consultation with the County
- Integration, Unit and User Acceptance Testing (UAT) of the proposed solution
- Any installation, configuration, and implementation work, as well as documentation required to launch the solution within the Development, Staging and Production environments.
- Insum-created Weekly Status reports and maintenance of an issues log
- Attendance at daily status meetings and other meetings as required.
- Detailed proposals that include the names of the consultants that will be assigned to work on this contract, with their resume, which will include descriptions of the various types of projects they have worked on in the past. Insum proposals will also include detailed hourly rates per consultant type in a cost of services schedule, included with Appendix B
- Ability to have on demand specialist for security, architecture, integration and advanced problem solving
- Provide code reviews amongst the Insum team and with NCIT developers, to promote cleaner, more efficient code that adheres to best practices.

## INSUM APPROACH

Insum will supply one to three full time consultants as requested in RFP# IT0210-2315. Additionally, as it has done in the past with NCIT, Insum will provide additional staff as needed, based on NCIT project specific statements of work for each effort. Insum understands that there may be times when multiple additional consultants could be required simultaneously and that at other times, none may be required.

As expert APEX consultants, Insum will provide services including estimates, analysis, system design, development, data conversion and documentation, programming and training existing county staff.

As illustrated by Insum's previous work with Nassau County, delivering software solutions that are on time, within budget, and which exceed stakeholder expectations, is best done when applications are developed and deployed in an iterative manner.

The premise of the iterative approach is to design prototypes based on initial analysis and use them to drive further understanding, validate requirements, and uncover needs that may not have been obvious at the start. These prototypes are then presented to users and incrementally improved through subsequent iterations.

### **Insum will also assist in:**

- The elaboration, review and finalization of functional business requirements (BRD) into application design and technical requirements.
- Designing data models and developing back-end databases as required
- Providing and implementing user-friendly, intuitive and functional front-end user interfaces

- Designing and developing data access processes to load data from various data sources
- Generating visually appealing data analysis charts and dashboards
- Loading configuration and historical data into Oracle database
- Completing technical documentation on demand according to the standard of the County
- Providing application demos to county stakeholders and progress reports to technical team
- Conducting unit and system integration testing; and developing and document test cases in partnership with County staff for user acceptance testing (UAT)
- Providing deployment scripts to migrate solutions from development environment to production server

Furthermore, to ensure any future configuration and administration can be performed in-house, Insum will provide all necessary training and knowledge transfers to system administrators and county staff.

### Initial Projects

Here are the initial projects 1 to 3 full time Insum consultants will address at the beginning of the contract:

- Assist with upgrades of APEX as needed and when determined to be beneficial
- Training current staff in the latest version of APEX
- Assist with enhancements and upgrades of existing APEX applications
- Help prep and test upgrades across NCITs entire Oracle stack
- Assisting with building applications for county departments upon request
- Applications to collect fees online, reduce paper and become more efficient.
- LDAP integration (for login to other county domains as applicable)
- Database and application security, as per 3<sup>rd</sup> party recommendations of system hardening

## VENDOR PROFILE

### ORGANIZATION

We are a highly experienced consulting firm that specializes in Oracle technology. Our area of expertise is Oracle APEX. Since 2004, we've been single-mindedly focused on helping myriad organizations quickly develop and deploy powerful, scalable APEX applications. Several factors have led us to be considered the world's leader in the field of APEX development:

- Our ability to closely partner with our clients to ensure best possible integration of APEX applications with their users and their environments.
- Our capacity to deliver quality service while addressing the client's changing needs on a continuous basis, no matter the scope or scale of the project.
- A continuous commitment to deliver the highest quality development and maintenance on the market
- A highly satisfied client base, ranging from SMB to Fortune 500 Corporations to World-renowned Universities

- A business culture dedicated to deepening our APEX knowledge and skill and innovating with the technology
- Our effective and reliable methodology, developed over the course of over 800 APEX projects
- A uniquely gifted team of experts with an impressive list of Oracle certifications, including 10 Oracle ACEs and one Oracle ACE Director.
- Our mission is to help clients develop quality solutions built to handle ever-changing needs, on time and on budget.
- Our vision is to remain the world's Center of Excellence for Oracle APEX.

## CAPACITY & STAFFING

Insum has extensive experience in servicing all levels of Government, including Municipal, County, State, Federal and Military.

To name a few, we've been working with:

- Nassau County Government
- Santa Clara Valley Water District
- Canadian Space Agency
- Management Council of the Ohio Education Computer Network
- Ohio Technology Consortium
- US Environmental Protection Agency (Partnering with Redhorse Corporation)
- Department of National Defence of Canada
- National Research Council of Canada
- Government of the Northwest Territories
- Regional Municipality of York in Canada for large projects over several years
- Many smaller engagements with local public sector such as City of Montreal

We are thus able to provide Nassau County with deeply qualified, public sector experienced resources on an as-needed basis.

Many of our experts have advanced understanding of troubleshooting, root-cause analysis, application design, security, solution development and implementation of medium sized projects and major components of large projects within Oracle APEX development environments.

Several of our Senior team members have over ten-years' experience in Oracle database, including 19c as well as data modelling.

Overall, our staff is well-schooled in technical and process documentation standards relating to Oracle database, as well as statistical data analysis and reporting techniques.

As members of a high-profile consulting firm, our staff always present themselves with a positive, team-oriented attitude and demonstrate grace under pressure. They also have the necessary flexibility, time management and problem-solving skills to get the job done on time and within budget.

## FIRM PRINCIPALS

- **Francis Mignault, Oracle ACE Pro, Co-founder and CEO**

Francis Mignault, CEO at Insum Solutions, has been working with Oracle Databases for over thirty (30) years and is certified Oracle ACE Pro. As an Oracle Application Express specialist, he has been working with APEX since the development of version 1.5 in April 2004. In 2011, Mr. Mignault collaborated with twelve (12) other leading resources to write "Expert Oracle Application Express." More recently, Mr. Mignault published a book entitled "Oracle Application Express Administration", and he contributes to several webinars and blogs on that topic.

In order to remain at the forefront of APEX innovations, Mr. Mignault is actively involved in the international APEX community. He regularly participates and avidly follows it in social media, events, collaborations, and more. He is regularly in direct contact with the Oracle APEX development team as well as with international experts.

Thanks to his expertise as a DBA, but also with Oracle and APEX, Mr. Mignault is one of the premier APEX trainers in Quebec, Canada. He has also participated as a presenter in several meetings and conferences held in the United States, in Europe and in Canada, including APEX Connect, APEX World, Oracle Open World, IOUG Collaborate, ODTUG APEXposed, ODTUG Kaleidoscope and ORA\*GEC.

Mr. Mignault participates in all APEX development projects within Insum Solutions inc. as a technical expert, as an analyst and DBA.

- **Michelle Skamene, Oracle ACE Associate: Database, Executive Vice President**

Michelle Skamene is an Oracle APEX Consultant with over 25 years' experience with Oracle, including 17 years with Oracle APEX specifically. After studying Chemical Engineering at Polytechnique Montréal, Michelle moved through a variety of international roles, from systems analysis to BI specialist and finally Oracle APEX development and consulting.

With strong experience in the entire project development life cycle, including functional and technical analysis, design, development, through to testing and deployment, Michelle's prides herself on her ability to develop relationships with her clients that lead to their success. Michelle is fluent in languages (English, French, Czech and Spanish).

## PROPOSED RESOURCES

For this engagement, Insum would like propose Benjamin Shumway, Joe Blasi and Marie Philips as staff expected to be assigned to this project. You'll find below a summary of their resumes, and their full resumes at the end of this proposal.

### ASSIGNED STAFF BIOS

#### **Benjamin Shumway**

Benjamin Shumway is an APEX Software Consultant with over 10 years of experience in IT and more than six years with APEX. He has experience teaching APEX best practices. He taught a course on APEX directed toward low to medium skilled APEX developers. In his project for Nassau County, he implemented weekly code reviews.

Over the last 5 years, Ben worked with Nassau County IT to build roughly 20 different APEX apps big and small, for a few different departments. He also helped other developers in migrating and quality-controlling their applications. Ben is known for being able to solve advanced issues. He regularly trains APEX team members on best practices, provides code reviews, and researches solutions to the hardest problems the group poses.

Prior to joining Insum, Benjamin ran a small business as a JavaScript developer. His JavaScript is on par with the best. Benjamin is also strong in PL/SQL. For one of his projects, he built an application that uses APEX's Builder API to auto-magically build other APEX applications out of pure PL/SQL.

Benjamin takes his time to understand the exact needs of his clients. He is never satisfied with a design until it exceeds the client's expectations. Benjamin has extensive knowledge of Oracle APEX, JavaScript, PL/SQL, Oracle SQL, HTML, and Java. He is familiar with Linux OS, PHP, C#, Python, C++, Perl, SVN and GitHub.

Benjamin is sharp, adaptive, and a team player, which makes him a great asset for any project.

#### **Joe Blasi**

Joe's ability to acutely listen and understand client's concerns, requests, and requirements is recognized by all his peers as a quality that make him stand apart. His intimate knowledge of Oracle technologies, as well as his strong innate desire to deliver quality solutions in a responsive and timely manner means the client is guaranteed to have an invaluable asset by their side for their project development.

Mr. Joe Blasi is a Senior Consultant with twentyfive (29) years of experience in IT, and invaluable knowledge of APEX since he did development with Project Marvel, which is the ancestor of APEX, back in 2002.

Right after obtaining a double degree in Computer Science and Business Management, Joe

Blasi exercised his spirit of initiative and excellence by working as a Manager for CBSI. He then joined in late 2000 the Oracle Corporation where he developed intimate knowledge of Oracle technologies, before working for C2 Consulting in 2008. He integrated the Insum team along with his C2 coworkers in early 2018.

Joe has over the years developed an impressive skillset, with a particular emphasis on Oracle technologies such as Oracle 7.3 – 19c, Application Express (APEX), SQL Developer, AOP, PL/SQL Developer, Toad, Oracle Developer (Reports 2.5 to 6i), Oracle Data Modeler, Database features (SQL, PL/SQL, analytics, text, spatial, vpd, etc.), eBusiness Suite APIs, TCA, etc. He knows computer languages such as SQL, PL/SQL, Javascript, HTML, XML, COBOL. He has extensive experience as a Consultant in industries such as Health Care, Group Life Insurance, Simulation Software, Banking, and Utilities.

### Marie Philips

Marie Phillips is an APEX Developer with five (5) years of experience in IT and three (3) years with APEX. She joined Insum in January 2018 and has worked on several key projects, including helping NCIT with APEX development.

She graduated from SUNY Plattsburgh in December 2016 with a B.Sc. in Information Technology with a minor in Computer Security and was recognized twice on the Dean's List and received several highly regarded awards and scholarships: the Academic Excellence Scholarship, the Hudson Science Scholarship, and the Computer Science Department Academic Excellence Award.

Her adaptability, ability to learn quickly, and willingness to always improve her skills make her a valuable asset on any project. She's a team player and shows a profound desire to achieve excellence.

### ESSENTIAL CRITERIA FOR ASSIGNED RESOURCES

Criteria	Marie Philips	Benjamin Shumway	Joe Blasi
10 years plus leading a team of Oracle APEX developers	4 Years	5 years	16 years
In-depth knowledge of Oracle APEX	Yes	Yes	Yes
Real world experience upgrading APEX applications	Yes	Yes	Yes
In-depth knowledge of SQL Plus, PL/SQL, Oracle Forms, Oracle Reports	No	Yes	Yes

In-depth knowledge of Oracle Database, 19c	Yes	Yes	Yes
Familiarity with the County's current business processes and IT systems	4 years experience at Nassau	4 years experience at Nassau	4 years experience at Nassau
Web Services (SOAP, REST)	No	Yes	Yes
JSON / XML	Yes	Yes	Yes
AOP	Yes	Yes	Yes
SQL Developer & SQL Modeler	Yes	Yes	Yes
Weblogic Server	No	Yes	Yes
Apache Tomcat	No	Yes	Yes

## CERTIFICATIONS AND QUALIFICATION APPLICABLE TO THE WORK

Below are the certifications and qualifications held by Insum staff:

### **APEX CERTIFIED DEVELOPERS (Oracle Certificated Oracle Application Express Developer)**

- Adrian Png
- Angel Flores
- Benjamin Shumway
- Bryan Miller
- Cody Reandeau
- David Lopez Abugattas
- Doris Serruto
- Ender Polanco
- Gabriel Guzman
- Gino Frank Suarez Suarez
- Guillermo Hernandez

- Haniel Burton
- Jeffrey L Eberhard
- Jose Alberto Molina Diaz
- Keny Colina Sevilla
- Marlyn Zapata
- Martin Vallejo
- Michelle Skamene
- Réginald Horacius
- Robin Carrière
- Roldy Vera
- Yussef Atta
- Juan Andrés Lopez Fernandez
- Logan Hodgson

## **CERTIFIED ORACLE DBAs**

- Rich Soule
- Luc Demanche

## **ESSENTIAL CRITERIA FOR ORACLE DBAs**

Criteria	Rich Soule	Luc Demanche
Designing, developing and implementation of data architecture systems	Yes	Yes
Control and manage database configurations including installing and upgrading application servers and application tools, applying fixes, and maintaining supplier and in-house documentation.	Yes	Yes
Constructing and maintaining database schemes, tables, policies and procedures documents.	Yes	Yes

Configuring and maintaining enterprise data sharing processes and disk partition systems	Yes	Yes
Creating and implementing shell scripts for task automation.	Yes	Yes
Creating and implementing data management languages.	Yes	Yes
Advanced Business Intelligence skills that are necessary for planning, executing and managing software projects	Yes	Yes
Experience and knowledge in relation to Government IT infrastructure or similar environments	Yes	Strong experience in IT infrastructure in banking and telecommunications industries
Experience of technical architecture particularly in the design of high availability and disaster recovery solutions.	Yes	Yes
Oracle PL/SQL, SQL Plus	Yes	Yes
Oracle Database 19c	Yes	Yes
Oracle Application Server 22.3	Yes	Yes
Apache Server and SSL	Yes	Yes
Oracle Identity and Access Management (SSO/OID/OAM)	Yes	Yes
Technical Architecture	Yes	Yes
Data Modelling	Yes	Yes
AOP	Yes	Yes

## CERTIFIED ORACLE ACES

You'll find below the bios of the 11 Oracle ACEs working at Insum

- **Francis Mignault, Oracle ACE Pro, Co-founder and CEO**

Francis Mignault, CEO at Insum Solutions, has been working with Oracle Databases for over thirty (30) years and is certified Oracle ACE Pro. As an Oracle Application Express specialist, he has been working with APEX since the development of version 1.5 in April 2004. In 2011, Mr. Mignault collaborated with twelve (12) other leading resources to write "Expert Oracle Application Express." More recently, Mr. Mignault published a book entitled "Oracle Application Express Administration", and he contributes to several webinars and blogs on that topic.

In order to remain at the forefront of APEX innovations, Mr. Mignault is actively involved in the international APEX community. He regularly participates and avidly follows it in social media, events, collaborations, and more. He is regularly in direct contact with the Oracle APEX development team as well as with international experts.

Thanks to his expertise as a DBA, but also with Oracle and APEX, Mr. Mignault is one of the premier APEX trainers in Quebec, Canada. He has also participated as a presenter in several meetings and conferences held in the United States, in Europe and in Canada, including APEX Connect, APEX World, Oracle Open World, IOUG Collaborate, ODTUG APEXposed, ODTUG Kaleidoscope and ORA\*GEC.

Mr. Mignault participates in all APEX development projects within Insum Solutions inc. as a technical expert, as an analyst and DBA.

- **Anton Nielsen, Oracle ACE, Vice-President, Consulting Services**

Anton Nielsen is a seasoned professional with over thirty (30) years of experience in software and technology and has been involved with Oracle Application Express (APEX) since its inception.

Anton received his undergraduate degree in mathematics from the University of Chicago and his master's degree from Northeastern University. Upon graduation, Anton spent six years as an officer and scientist in the United States Air Force developing advanced weapons systems. He then joined Oracle Corporation and became a technical advisor and project manager in a range of industries including healthcare, government, education, law enforcement, and bio-pharma. At Oracle, Anton also contributed to the development of Oracle Designer, Oracle Portal, and Oracle APEX. He then founded C2 consulting in 2005 and was the President until Insum acquired the company in early 2018.

Anton's professionalism extends beyond the technical. While he is proficient in a large variety of languages, Oracle tools and products, he is also an expert at software life cycle, project management, and shows impeccable leadership and mentoring skills.

Anton's expertise was recognized when he was selected as one of the initial ACE Directors by Oracle. Anton is also a renowned speaker at conferences and was awarded the title of Top Overall Speaker and Top APEX Speaker at KScope 2015.

- **Monty Latiolais, Oracle ACE, Director Business Development**

Monty Latiolais is a Senior IT Professional with more than 25 years of experience in software development with the last 15 years focused entirely on Oracle development. Expert SQL and PL/SQL ability. Excels in fast paced environments. Through affiliation with ODTUG, maintains vast network of Oracle professionals and Oracle Corporation contacts.

In 2018 he was the Traditional Content Chair, responsible for all content Database and APEX tracks.

- **Adrian Png, Oracle ACE Director, Senior Cloud Solutions Architect**

Adrian Png is a Senior Consultant with twenty (20) years of experience in software development, database administration and system administration roles. He is experienced with requirement gathering and designing architectures. He is proficient with the following languages and tools: Java, HTML, CSS, JavaScript, PL/SQL, C#, MySQL, Oracle, etc.

He was from 2013 to 2016 a member of the Marketing Committee of the Oracle Development Tools User Group (ODTUG), and since September 2012 a member of the Executive Committee of the British Columbia Oracle Users Group (BCOUG).

For his technical experience and contributions to the developer community, he was awarded the Oracle ACE Associate award in June 2018, and promoted to Oracle ACE a year later.

His qualities as a creative problem-solver and innovator, as well as his desire to learn and ability to acquire new skills and knowledge very quickly make him a valuable asset on complex projects. While he knows how to work in a team, he can also work independently to bring projects to fruition.

- **Luc Demanche, Oracle ACE Associate, Cloud, Cloud and DBA Practice Director**

Luc Demanche is an Oracle DBA with twenty (20) years of experience. A true Oracle databases enthusiast, Luc began his career as a specialist in this technology as soon as he graduated in Computer Science Management in 1998.

He is recognized expertise earned him the distinction of Oracle Cloud Infrastructure 2018 Certified Architect and Oracle Certified Professional 12c. His passion for his discipline led him to share his knowledge through a book called "Oracle Application Express Administration" that he co-wrote with his colleague, Francis Mignault, Insum's CEO.

Luc was able to accumulate an impressive range of technical skills over the course of his career that he was able to leverage for clients in a variety of industries. He specializes in databases with Oracle 7.3 to 12c which are combined with various projects. Luc is also working on the Oracle Cloud team at Insum; the team already has several Cloud projects to their credit.

His experiences and the quality of his work make him an indispensable resource on any project. While he is capable of working independently, Luc has very strong interpersonal skills that he can leverage to be an excellent team-player. He knows how to share his experience in order to enrich his coworkers' knowledge.

- **Louis Moreaux, Oracle ACE Associate, Database, Senior APEX Developer**

Louis Moreaux is an Oracle APEX Consultant with nine (9) years of experience in IT and five (5) with APEX. After studying Analytical Chemistry and Quality, Louis quickly put his natural organizational and quality management skills to good use, first as a Quality Engineer and then as a Functional Project Manager. During these experiences, he worked closely with several clients from start to finish, demonstrating a keen understanding of their needs, analytical skills and a strong sense of customer service to successfully complete the projects under his responsibility. He then deepened his APEX skills as an Oracle APEX Technical Project Manager at AgiLab.

Louis is proficient in Oracle APEX technology, as well as PL/SQL, SQL, JavaScript, HTML/CSS, among others. He is also a talented project manager.

As soon as he joined the Insum team, Louis quickly demonstrated his expertise and adaptability. He is a motivated and rigorous person with an eye for detail and excellent communication skills.

- **Sylvain Martel, Oracle ACE Associate: Cloud, Oracle E-Business Suite APEX Practice Director**

Sylvain Martel has more than thirty (30) years of experience in IT, including more than twenty (20) with Oracle technologies. He is a technical and functional specialist on the Oracle E-Business Suite (EBS) applications and worked for many public sector and private sector organizations.

As the EBS-APEX Practice Director at Insum since January 2015, he makes organizations more efficient by streamlining ERP business processes with Oracle APEX custom applications. Using APEX in EBS organizations, he is boosting productivity, expand capabilities, and enhance the execution of business processes.

Sylvain Martel is a regular presenter at numerous conferences, including OATUG-Collaborate, Oracle Open World and regional OATUG affiliated user groups. He hosts webinar and regularly writes on Insum's blog in regards with EBS, SaaS applications and APEX. He is also an officer of the OATUG Special Interest Group (SIG) "APEX in EBS", providing knowledge and a discussion forum for the community.

He is the creator of Handshake for EBS, an Insum tool for secure seamless integration between EBS and APEX. He was awarded the Oracle ACE designation in June 2020 for his contribution to the Oracle EBS and APEX communities.

- **Gabriel Guzman, Oracle ACE Associate: Community, Application Engineer**

Gabriel Alfonso Guzmán Rosario is a Programmer-Analyst with ten (10) years of experience in IT and nine (9) years with APEX. After successfully graduating as a Telecommunications Engineer from the top private university in Venezuela, Gabriel put his skills at play and developed his experience in the IT field as an Engineer, a Project Manager, and a Developer. He is currently in the process of obtaining his M.Sc in Information Systems.

His desire to share his skills and knowledge with his peers led him to become a University Professor at the Universidad Católica Andrés Bello in Venezuela. This experience helped him develop his communication and leadership skills, which proved useful for his experience with customers and consulting.

Gabriel is proficient with PL/SQL, Oracle APEX development (versions 4.x, 5.x, 18.x, and 19.x), Oracle Forms and Reports, as well as version control tools like Git and SVN. He has worked with many different OS like Windows, macOS and diverse UNIX-like distributions (Linux, Ubuntu, Debian, among others). As a professor he imparted C, C++ and Java university classes, the latter supported by his knowledge in Android development where he has worked with tools like push notifications through GCM, Bluetooth low-energy devices integration, XML, JSON and general web services connection through HTTP requests. With knowledge of ticketing and bug control systems like Jira and Bugzilla and rapid prototyping tools (UXPin, Marvel app, Balsamic Mockups).

Gabriel is a creative individual with an ability to learn quickly and to adapt. His experience proves that he's a team-player who has at heart to help the team grow and find ways to improve projects. As part of his role at Insum, Gabriel has imparted training on the use and application of Oracle APEX for both clients and internal employees.

- **Angel Flores Oracle ACE Associate, Database, Application Engineer**

Angel Flores is a Programmer and System Engineer, with seven (7) years of experience developing applications (ERP) and four (4) years of experience with APEX. He has extensive knowledge in N-Layers architecture, web services and interfaces design. He also is skillful with accounting, buy and sales software, using government software, and database management tools. Angel knows C#, Java, .Net, Silverlight, MySQL, and SQL.

Angel is a reliable professional who is on a quest of continuous improvement. He shows a real passion for technology, and his interpersonal skills make him a true team-player. He has a keen interest in contributing to help the projects he's assigned to reach their objectives. He is able to carry out projects and tasks in a timely and professional manner. His personal qualities such as enthusiasm, maturity and energy mean Angel has at heart to develop quality applications.

Angel is an Oracle Application Express 18 Developer Certified Professional.

- **Plamen Mushkov Oracle ACE Associate, Senior APEX Programmer Analyst**

Plamen Mushkov is an Oracle APEX Senior Consultant with fifteen (15) years of experience in IT and ten (10) years with APEX.

After obtaining a masters in IT in Bulgaria, Plamen used his talent by creating database driven applications with quality and performance at the core of his work. His stellar accomplishments led him to rapidly take on more responsibilities, such as leading a team of developers, spearheading the adoption of APEX at his previous company, and leading innovation initiatives.

Plamen is proficient in a wide variety of programming languages and technologies, such as SQL, PL/SQL, Oracle APEX, JSON, XML, Bootstrap, JavaScript, jQuery, CSS, HTML, Oracle Cloud, AWS, Oracle Autonomous Database, Oracle REST (ORDS), Oracle BI Publisher, Python, etc. He also uses a variety of tools such as Toad, PL/SQL Developer, Git, SVN, TFS, SOAP UI, utPLSQL, Apache Tomcat and Glassfish.

Because Plamen has a deep passion for technologies and an inquisitive mind, he constantly updates his knowledge and reads about the newest trends. He has strong communication and organizational skills and is a genuine asset on any project. He's a proactive team-player who enjoys collaborating with everyone at every step of a project and sharing his knowledge.

- **Michelle Skamene, Oracle ACE Associate: Database, Executive Vice President**

Michelle Skamene is an Oracle APEX Consultant with over 25 years' experience with Oracle, including 17 years with Oracle APEX specifically. After studying Chemical Engineering at Polytechnique Montréal, Michelle moved through a variety of international roles, from systems analysis to BI specialist and finally Oracle APEX development and consulting.

With strong experience in the entire project development life cycle, including functional and technical analysis, design, development, through to testing and deployment, Michelle's prides herself on her ability to develop relationships with her clients that lead to their success. Michelle is fluent in languages (English, French, Czech and Spanish).

## OTHER CERTIFICATIONS AND EXPERTISE

- **Richard Soule**  
Oracle Performance Tuning Certified Implementation Specialist  
Oracle Enterprise Linux Certified Implementation Specialist  
Oracle Database 11g Certified Implementation Specialist  
Oracle Data Warehousing Certified Implementation Specialist  
Oracle Exadata Certified Implementation Specialist  
Oracle Real Application Clusters Certified Implementation Specialist  
SPARC T4-Based Servers Implementation Specialist  
Identity Management Expert
- **Luc Demanche**  
2022 Oracle Cloud Infrastructure 2021 Certified Architect Professional  
2021 Oracle Autonomous Database Cloud 2020 Specialist  
2020 Oracle Cloud Infrastructure 2019 Architect Professional  
2019 Oracle Autonomous Database Cloud 2019 Specialist  
2018 Oracle Cloud Infrastructure 2018 Certified Architect Associate
- **Martin Vallejo**  
Oracle Database SQL Certified Expert
- **Anton Nielsen**  
Identity Management Expert

## CONFERENCE PARTICIPATION

Insum's expertise is in strong demand. Our experts travel the world to share their Oracle APEX knowledge and are highly visible as presenters and sponsors at many industry events. Insum presentations are numerous, well-attended and often ground-breaking. They continue to cover a wide variety of subjects from the Basics of APEX, to APEX APIs, to Applying APEX to Blockchain, Progressive Web App technologies (PWA), and most recently to AI technology such as ChatGPT.

- Ascend, the foremost Oracle community technology and applications forum. Insum has been a well know regular at this event for years.
- ODTUG Kscope, the premier Oracle developer conference. Like last year, Insum will be the APEX track sponsor at this event.
- BluePrint 4D This Quest Oracle Community event is a global gathering hosting JD Edwards, PeopleSoft, Oracle Cloud apps, and Oracle Database technologies and users all of which can profit from Insum's APEX expertise.

## **ADDITIONAL INFORMATION PERTINENT TO THE COUNTY'S REQUIREMENTS**

Insum participates in the START-UP NY Program, which helps new and expanding businesses through tax-based incentives and innovative academic partnerships. Partnering with these schools gives businesses direct access to advanced research laboratories, development resources and experts in key industries.

Insum joined the program in 2016. We have hired, up to now, 8 graduates from SUNY as APEX Developers. One of those graduates, Ben Shumway, has worked on Nassau County projects.

## RELATED EXPERIENCE (REFERENCES)

Company Name:	Nassau County
Company Address:	240 Old Country Road, Mineola, NY, 11501, USA
Contact Name:	Rosemarie Torla
Contact Telephone Number:	Phone: 516-571-4451 Email: rtorla@nassaucountyny.gov
Date Work Undertaken:	01/2018 to date
Nature of assignment:	The Nassau County IT Department provides information technology solutions to the citizens, businesses, and the employees of Nassau County. They have approximately 150 APEX applications that help with everything from Weight and Measures to Violations and Fines to the Police Department's Role call. Nassau County asked Insum consultants to help them with a variety of needs, including creating a plan on how to upgrade their current APEX applications and training and teaching them best practices moving forward.

Company Name:	Ohio Technology Consortium
Company Address:	1224 Kinnear Road, Columbus, OH, 43212, USA
Contact Name:	Jeff Smith, Director, Shared Infrastructure
Contact Telephone Number:	Phone: 614-292-8106 Email: jsmith@oh-tech.org
Date Work Undertaken:	09/2015
Nature of assignment:	<p>The Ohio Technology Consortium (OH-TECH) functions as an umbrella organization for Ohio's statewide technology infrastructure.</p> <p>Insum has helped with several Oracle APEX applications at OH-TECH, such as launch the Electronic Journal Center (EJC), a major project. The EJC is a database that contains 26 million full-text articles from more than 11,000 academic journals from top scholarly publishers, academic societies and university presses. The upgrade was a significant enhancement providing new features such as full-text search, multiple saved article lists and access to PDFs directly from the search results.</p> <p>Insum played a key role in the EJC upgrade project, which included developing the full-text search algorithms that enable users to search across the full text of millions of articles.</p> <p>The other major project Insum delivered is the Higher Education Information System (HEI). The HEI system is a comprehensive relational database that includes student enrollment, course, financial aid, personnel, facilities, and finance data submitted by Ohio's colleges and universities. These data are used for a variety of purposes that include reporting on higher education outcomes, funding formula and financial aid program support, policy analysis, and strategic planning. Insum provided APEX expertise, solution architecture and complex PLSQL validations for a total of 13,000 hours of efforts.</p>

<b>Company Name:</b>	<b>Cayman Islands Government</b>
<b>Company Address:</b>	133 Elgin Avenue, Grand Cayman KY1-9000
<b>Contact Name:</b>	Amol Pargaonkar, Sr Project Manager Shelly Newland Ebanks, Manager, Labour Market Information Systems
<b>Contact Telephone Number:</b>	Phone: 345-244-5763 Phone: 345-945-3114
<b>Date Work Undertaken:</b>	03/2017 to 06/2017
<b>Nature of assignment:</b>	<p>The project consisted in improving an existing application for the Cayman Islands Government's National Workforce Development Agency (NWDA). The "National Job Link Portal" application is an existing online system that connects jobs seekers with employment opportunities and supports employers as they engage in recruitment activities.</p> <p>This system also interfaces with the Department of Immigration and seeks to provide information that facilitates transparency and accountability in the work permit process. The project consisted in improving existing features as well as add new ones. The specificity of this project was that it had to be completed in a very narrow timeframe all while discovering a years-old application that we did not know at all.</p>

<b>Company Name:</b>	<b>Power Design Incorporated</b>
<b>Company Address:</b>	11600 Ninth Street North, St-Petersburg Florida, 33716, USA
<b>Contact Name:</b>	Raghu Kutty
<b>Contact Telephone Number:</b>	312-727-497-3264
<b>Date Work Undertaken:</b>	12/2013 to date
<b>Nature of assignment:</b>	<p>Power Design Inc. is a multi-market construction services company, whose success factor depends on innovation and technology. Power Design has \$2B in annual revenue and over 130 active projects.</p> <p>Insum has worked with Power Design since 2013 developing several productive business applications that serve 1,600 users and 1,200 mobile devices on various project sites. For Power Design, APEX provides rapid business results and helps reduce costs while providing state-of-the-art access to critical information assets to speed project administration and ensure project control. The Insum team is continuing to play a pivotal role in developing these APEX applications, complete with rich user interfaces and full integration with Oracle EBS.</p> <p>Their APEX applications comprise 45 applications, 38 of them are fully integrated with Oracle E-Business suite. These include Accounts Payable workflow automation, Inter-company inventory movements and transactions, field time coding and more.</p>

<b>Company Name:</b>	The Regional Municipality of York
<b>Company Address:</b>	17250 Yonge Street Newmarket, ON, Canada L3Y 6Z1
<b>Contact Name:</b>	Kirk Schuller
<b>Contact Telephone Number:</b>	312-727-497-3264
<b>Date Work Undertaken:</b>	11/2019 to 12/2022
<b>Nature of assignment:</b>	<p>Part of one of the largest metropolitan areas in North America, York Region oversees nine highly diverse local municipalities with a combined population of over 1 million people. Its transportation department manages over 4,200 lane kilometers of regional roads.</p> <p>The client needed to centralize its applications and reduce repetitive processes between departments. It had multiple needs in 2 main technologies APEX and MERN (Mongo DB – Node – REACT. York also lacked the bandwidth to properly estimate their needs before going forward.</p> <p>Insum consultants worked with the York Project manager and technical team to analyze, design and build applications. Insum also provided a toolkit consisting of a pre-built application solution to centralize access management, requiring only minimal customization to York Region needs. An agile methodology including regular demos to York developers and users ensured user needs were closely matched throughout the process. After an initial set of 4 applications, several others were built for other departments. York now runs approximately 20 APEX applications. The project was delivered on time and on budget.</p> <p>Knowledge transfer was an important requirement for York team. The Insum coached them on APEX development, agile methodology and PL/SQL development.</p>

<b>Company Name:</b>	<b>Stanford University</b>
<b>University address</b>	Stanford University 450 Serra Mall, Stanford, CA 94305, USA
<b>Contact name</b>	Bhavana Tirukovalluri
<b>Contact phone number</b>	(650) 725-3316
<b>Date work undertaken:</b>	05/2021 to 07/2017
<b>Project Description</b>	<p>Stanford University is a private research university in Stanford, California. It's known for its academic strength, wealth, selectivity, proximity to Silicon Valley, and ranking as one of the world's top universities.</p> <p>Insum Provided Staff Augmentation on several APEX custom financial applications for the Associated Students of Stanford University. The ASSU provides funding to over five hundred volunteer student organizations (VSO). These organizations in turn provide most of the cultural, political, recreational and religious programming for the entire campus.</p> <p>Insum provides APEX expertise and staffing services to augment the capacity of Stanford IT to deliver a new application that manages all financial aspects of the ASSU including funding, allocations, disbursements and supporting documentation.</p> <p>The Gift &amp; Donation application Insum's team is developing helps Stanford manage more than \$1B in annual donations the university receives from a wide range of contributors. The application helps manage how the funds are used, how they are</p>

	accounted for, report to donors and help grow the donor base among alumni and philanthropists.
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Company Name:	Canadian Space Agency
Company Address:	6767 Rte de l'Aéroport, Saint-Hubert, QC J3Y 8Y9
Contact Name:	Annie Hébert
Contact Telephone Number:	450-926-4800
Date Work Undertaken:	04 /2017 to 03/2019
Nature of assignment:	<p>The Canadian Space Agency is the national space agency of Canada, established in 1990 by the Canadian Space Agency Act. It reports to the Federal minister of innovation, science, and industry.</p> <p>The project consisted of rewriting the Canadian Space Agency's Forms applications to Oracle APEX, for the most part without modifying the original layout.</p> <p>Applications included employee security management, European Space Agency budget, space mission management, internal training requests.</p> <p>At the end of the project approximately 250 Forms applications of all levels of complexity had been changed over to APEX over the course of four distinct migrations. Reports were also developed in AOP (APEX Office Print). The Universal Theme was used exclusively, and greatly appreciated. Many of its options were explored.</p> <p>The project also included APEX application support.</p>

APPROVED AND SUBMITTED BY: \_\_\_\_\_



(Signature)

PRINT NAME: Christopher Jackson

DATE: March 9, 2023

## BEN SHUMWAY

### PROFILE

Ben Shumway is an APEX Software Consultant with over ten (10) years of experience in IT and six (6) years with APEX. He is often relied upon to tackle many of the toughest APEX problems. He has taught multiple courses on APEX. He regularly performs code reviews for other developers.

Prior to joining Insum, Ben ran a small business as a JavaScript developer. His JavaScript is on par with the best. Ben is also strong in PL/SQL. For one of his projects, he built an application that uses APEX's Builder API to automatically build other APEX applications out of pure PL/SQL.

Ben has extensive knowledge of Oracle APEX, JavaScript, PL/SQL, Oracle SQL, HTML, and Java. He is familiar with Linux OS, PHP, C#, Python, C++, Perl, SVN and GitHub.

Ben takes his time to understand the exact needs of his clients. He is never satisfied with a design until it exceeds the client's expectations. He is sharp, adaptive, and a team player, which makes him a great asset for any project.

Over the last 5 years, Ben worked with Nassau County IT to build roughly 20 different APEX apps big and small, for a few different departments. He also helped other developers in migrating and quality-controlling their applications. Ben is known for being able to solve advanced issues. He regularly trains APEX team members on best practices, provides code reviews, and researches solutions to the hardest problems the group poses.

### PERSONAL INFORMATION

Languages: English.

Experience in IT since 2013.

Experience with APEX since 2015.

### EDUCATION AND TRAINING

2017      B.Sc. in Computer Science, G.P.A. 3.98

2013      B.A. in Arts – Double major in Psychology and Philosophy, University at Buffalo

## PROFESSIONAL SUMMARY

COMPANY	POSITION	PERIOD	TOTAL (MONTHS)
<b>Insum Solutions inc.</b>	APEX Consultant	01/2017 to date	<b>62.0</b>
<i>Project: Nassau County Police Department – PIDB Mainframe Migration</i>	APEX Consultant	06/2022 to date	9.0
<i>Project: Nassau County IT Department, BI Publisher to AOP Conversion</i>	APEX Consultant	06/2022 to date	9.0
<i>Project: Nassau County Health Department – Toxic and Hazardous Tanks</i>	APEX Consultant	02/2021 - 06/2022	17.0
<i>Project: Assessment Petitions</i>	APEX Consultant	02/2019 – 02/2021	24.0
<i>Project: Nassau County – Training / Standards Enhancement</i>	APEX Consultant	05/2018 – 02/2019	25.0
<i>Project: Nassau County – Tax Assessment Application</i>	APEX Consultant	12/2018– 02/2019	3.0
<i>Project: Nassau County - Residential Oil Tank Removal Application</i>	APEX Consultant	07/2018 – 11/2018	4.0
<i>Project: Nassau County - Visitor Pass Application</i>	APEX Consultant	07/2018 – 08/2018	1.0
<i>Project: Nassau County - Clerk eFile Reconciliation Application</i>	APEX Consultant	05/2018 – 07/2018	2.0
<i>Project: Staatsoffe - Oracle Reports Migrator</i>	APEX Consultant	03/2018 – 05/2018	3.0
<i>Project: Insum – R&amp;D SSO Forms to APEX</i>	APEX Consultant	02/2018 – 03/2018	1.0
<i>Project: AOP Conversion Application</i>	APEX Consultant	11/2017 – 2/2018	3.0
<i>Project: ODTUG Voting App</i>	APEX Consultant	10/2017 – 11/2017	2.0
<i>Project: Insum - R&amp;D Apps</i>	APEX Consultant	04/2017 – 09/2017	6.0
<i>Project: Cayman Islands Government</i>	APEX Consultant	04/2017 – 05/2017	2.0
<i>Project: R.R. Donnelley</i>	APEX Consultant	01/2017 – 03/2017	3.0
<b>Insum Solutions inc.</b>	Programming intern	05/2016 – 12/2016	<b>8.0</b>
<i>Project: Carnival Cruise Lines Reporting Center</i>	Programming intern	05/2016 to date	3.0
<b>Finger Lakes Business Systems</b>	Co-owner Software Developer and Tester Data Entry Specialist	06/2013 to date	<b>43.0</b>
<b>John Joseph &amp; Elizabeth Inn, Catering, and Weddings</b>	Bar-back and Wine Hors d'oeuvres Server	06/2013 – 08/2015	<b>27.0</b>

## PROFESSIONAL EXPERIENCE

### ORACLE APEX CONSULTANT

JANUARY 2017 TO DATE

#### INSUM SOLUTIONS INC.

##### **Project – Nassau County Police Department – PIDB Mainframe Migration**

**June 2022 to Present**

*The Police Index Database (PIDB) contains over a million records of arrests / charges that have occurred as far back as the mid 1900's. Although the APEX team had already created a new APEX app to replace it... the old data and workflow was still persisted for records prior to roughly 2020. The goal is to migrate the data out of the mainframe system, and replace any existing mainframe functionality with an APEX workflow.*

- *Worked closely with a 3<sup>rd</sup> party vendor (ImageAPI) to store and retrieve scanned PDF records from their Amazon online warehouse*
- *Provided kickout reports of Mainframe anomalies (broken or ambiguous data) and integrated the user's fixes into the new application*

##### **Project – Nassau County IT Department, BI Publisher to AOP Conversion**

**June 2022 to Present**

*The county has been using an old technology "BI Publisher" for generating PDF and Word Document out of APEX. This technology is both outdated and seriously lacking in documentation. Several aspects of BI Publisher made it harder and take longer for developers to push out serious APEX apps. Serious APEX teams these days use AOP.*

- *Researched AOP versus BI Publisher and submitted a document, as well as APEX app, comparing the differences between the two technologies, their strengths and weaknesses.*
- *Migrated dozens of APEX apps from BI Publisher to AOP*
- *Taught other developers best practices for doing a migration, and helped resolve developer's advanced when they got stuck*

**Project – Nassau County Health Department, Toxic & Hazardous Tanks**

**February 2021 to June 2022**

*The aim of this project was to migrate an old Cobol application from the 1980s into APEX and apply several upgrades. The application is massive (it took 5 years to build with 10 developers), so it required much analysis and planning to ensure the project succeeded. During the course of this project, he executed the following tasks:*

- Wrote a 65-page analysis document, along with a 24-page screen mock-up of the new application;
- Split the tasks required for this project into 8 sprints, and estimated the hours for each task in each sprint;
- Managed an APEX developer who also worked on implementing the application;
- Researched how the Cobol application works in a series of conversations with its last remaining developer. This was a challenging task as the Cobol was too complicated for a non-Cobol developer to learn, so it required extensive discussions of how the application works based on the data, its screens, and its output.
- Created kickback reports of corrupt or invalid data in the old application. Provided workflows for the end-users to cleanse this data prior to its migration.
- Drew up wireframe diagrams as part of the design of the new application
- Leveraged AOP (APEX Office Print) and its nuances to automatically print roughly 300 letters that go out each month (across roughly 25 different types)
- Created a reporting section, including fiscal reporting so that roughly 2 million dollars of purchases are reconciled in the system every year.
- Worked with managers to focus on priority features only, allowing extraneous features to be 'version 2.0'

Environment: APEX 51, Balsamiq, AOP Cobol.

**Project – Nassau County, Assessment Petitions**

**February 2019 to February 2021**

*The aim of this project was to automate the paper-based workflow of processing petitions at Nassau County. During the course of this project, he executed the following tasks:*

- Analyzed the existing workflow and built a design based on conversations with the main end-user;
- Wrote JavaScript to handle several advanced tasks such as locking the region display selector's regions until the user has filled out the necessary information in prior regions;
- Integrated the application to work with Nassau's existing Staff Summary application, so that users are branched to and from that application into Assessment Petitions.

Environment: APEX 20.2.

**Project – Nassau County - Training / Standards Enhancement**

**May 2018 to February 2019**

*While at Nassau County, Ben spent time training APEX Developers on best practices. He also provided global PL/SQL packages, CSS, and APEX Apps used by the entire group to speed up development. During the course of this project, he executed the following tasks:*

- Taught a Course on APEX 5.1;
- Documentation Standards;
- Implemented weekly group code review sessions;
- Provided tutoring on a request basis;
- Helped the developers anytime they were blocked by a tricky APEX issue;
- Built a CSS file containing useful CSS tools;
- Created useful PL/SQL, such as an error-handling function that sends debug to the developer every time an error occurs in Staging or Production.

Environment: APEX 5.1.

**Project – Nassau County – Tax Assessment Application**

**December 2018 to February 2019**

*The aim of this project was to replace the Assessment Department's failing Tax Assessment Application with a new-and-improved version. The old application was a Microsoft Access Application. During the course of this project, he executed the following tasks:*

- Met with the client regularly to determine project requirements;
- Implemented the application, which required a rich set of solutions such as Oracle-Text, Customized Select2, pipelined PL/SQL functions, Automated email alerts;
- Provided a live training session to over 50 users.

Environment: APEX 5.1, Microsoft Access

**Project – Nassau County – Residential Oil Tank Removal Application**

**September to November 2018**

*The aim of this project was to build an application that tracks the state of Oil tanks in Nassau County. Residents can use the application to ask the county to investigate their tank. When a tank is investigated, it can be flagged for removal. The application also had to track money paid by the residents for these investigations/removals. During the course of this project, he executed the following tasks:*

- Migrated the existing application from 4.2 to 5.1;
- Lead a small group of developers on the re-design / implementation of the application.

Environment: APEX 4.2 and 5.1

**Project – Nassau County – Visitor Pass Application**

**July to August 2018**

*For this project, Ben created an application so that visitors entering the building would have to scan their driver's license. This license would be recorded along with all of its meta-data such as name, age, gender, etc. Afterwards, the visitors would receive a Visitor Pass with their name on it, which would allow them to enter the building. During the course of this project, he executed the following tasks:*

- Used Zebra's 123Scan Technology
- Built a secondary workflow for taking a picture of the visitor and printing their image onto the pass.

Environment: APEX 5.1.

**Project – Nassau County – Clerk eFile Reconciliation Application**

**May to July 2018**

*The aim of this project was to provide a way for the Nassau County Clerk Office to upload payment files, and cross-compare them so to determine whether different company's reports agree. During the course of this project, he executed the following tasks:*

- Met with the client on multiple occasions to fully understand the business requirements;
- Utilized APEX Calendar, APEX Data Load, and the Pretius Nested Reports Plugin.

Environment: APEX 5.1.

**Project – Staatsolie – Oracle Reports Migrator**

**March to May 2018**

*The aim of this project was to build a tool that takes Oracle Discoverer Reports and converts them into a single APEX application with one report per page. The tool also had to mass-convert Discoverer Reports into xml. Finally, after the tool was built, we used it to convert over 4,000 Discoverer Reports.*

- Explored APEX's Builder API and WWV\_Flow API to build an APEX application from PL/SQL;
- Examined Discoverer Reports XML structure, wrote PL/SQL code that moves the following into staging tables: SQL Query, LOV's, Paramaters, Column Names, Column Ordering, Report Name, Report Description, Report Type, Warnings, Todo Items, and more;
- Built a Chrome extension that sequentially clicks through every Discoverer Report, takes a snapshot of the report (for future reference) and then downloads its XML file;
- Wrote a 9-page Word document for clients / developers to reference.

Environment: APEX 5.1, Java.

**Project – Insum (internal) R&D SSO from Forms to APEX**

**February to March 2018**

*The project consisted in adapting Insum's E-Business Suite Single-Sign-On Technology to Oracle Forms. During the course of this project, he executed the following tasks:*

- Wrote PL/SQL to call an APEX application from Oracle Forms to authenticate via agreed-upon credentials and continue the user's session;
- Built a packaged application to demonstrate this tool

Environment: APEX 5.1, Oracle Forms, Linux OS.

**Project – Insum (internal) AOP Conversion Application**

**November 2017 to February 2018**

*The aim of this project was to automatically convert an Oracle Report export file into an AOP Microsoft word template. During the course of this project, he executed the following tasks:*

- Built and XML Parser using Java that stages an AOP Report into Java Objects, then writes them out to a Microsoft Word Document;
- Developed a Linux BASH script to automatically export a folder containing Oracle Reports .rdf files into .xml files.

Environment: APEX 5.1, Java, Linux OS.

**Project – ODTUG Voter App**

**October to November 2017**

*The aim of this project was to build an APEX application for users to vote on which presentations should occur at certain conferences. There are two types of voters: blind voters (who cannot see who the presenter is or what company they come from) and committee voters. Presentations were sorted into tracks, and each track was maintained by an owner. During the course of this project, he executed the following tasks:*

- Developed a tool to import presentation data from an ODTUG Excel file into Oracle tables;
- Created and applied authorizations for blind voters, committee voters, track owners, and admins;
- Worked in an Agile environment including Jira cards, daily scrum meetings, and pair programming;
- Developed a reports page to show voter, vote, and presentation statistics.

Environment: APEX 5.1, SQL Developer, PL/SQL, jQuery, SVN

### **Project – R&D Apps**

**April to October 2017**

*The project consisted in developing tools to boost productivity for APEX Developers. Two of these tools were a Chrome Extension called Insum-APEX-Pro, and an Atom Code Editor package called Autocomplete-Oracle. During the course of this project, he executed the following tasks:*

- Coordinated an intern on the project;
- Maintained applications on GitHub and BitBucket;
- Studied the JavaScript code that runs APEX's Page Builder;
- Wrote a bot that regularly scrapes Oracle's PL/SQL documentation;
- Designed and implemented the core functionality in both projects.

Environment: JavaScript, Chrome Developer API, Atom Code Editor API, CoffeeScript, BitBucket, GitHub

### **Project – Cayman Islands Government**

**April to May 2017**

*The project consisted in improving an existing application for the Cayman Islands Government, more specifically for one of their departments: the NWDA (National Workforce Development Agency). The "National Job Link Portal" application is an existing online system that connects jobs seekers with employment opportunities and supports employers as they engage in recruitment activities. This system also interfaces with the Department of Immigration and seeks to provide information that facilitates transparency and accountability in the work permit process. The project consisted in improving existing features as well as add new ones. The specificity of this project was that it had to be completed in a very narrow timeframe all while discovering a years-old application that we did not know at all. During the course of this project, he executed the following tasks:*

- Developed the ability for job seeking users to upload and download files for job applications;
- Developed the ability for users to send multiple emails along with attachments;
- Granted team members access to the application by updating the appropriate database columns;
- Worked with a project analyst to interpret user requirements;
- Worked with interactive reports, interactive grids, shuttles, inline-modal dialogues, and other APEX components;
- Developed in an agile environment with source-control and weekly builds.

Environment: APEX 5.1, PL/SQL, PL/PDF, jQuery, Oracle SQL, SVN.

**Project – R.R. Donnelley, Marketing Merchandizing and Distribution System**

**January to March 2017**

*The aim of this project was to construct an efficient workflow for managing merchandizing information across all branches of The Bank of Nova Scotia. During the course of this project, he executed the following tasks:*

- Automated emails to be sent to system administrators and branch authorities
- Added functionality to generate excel reports
- Learned the data model, which consisted of over 30 tables, and applied this knowledge to add features to the existing APEX application

Environment: APEX 5.1, PL/SQL, PL/PDF, jQuery, Oracle SQL

**PROGRAMMING INTERN**

**MAY 2016 TO DECEMBER 2016**

**INSUM SOLUTIONS INC.**

**Project – Carnival Cruise Lines, Reporting Center**

**May 2016 to December 2016**

*The aim of this project was to migrate Carnival's old reporting center into working .PDF / APEX reports. During the course of this project, he executed the following tasks:*

- Develop .pdf reports using PL/SQL and PL/PDF;
- Develop APEX reports using Oracle APEX;
- Build, maintain, and train other employees on automated testing technology;
- Understand and implement a requirements document served by Carnival Cruise Lines;
- Participate in daily scrum meetings.

Environment: APEX 5.1, PL/SQL, PL/PDF, Java, Oracle SQL Server, VMware.

**CO-OWNER / SOFTWARE DEVELOPER AND TESTER / DATA ENTRY SPECIALIST**

**JUNE 2013 TO DATE**

**FINGER LAKES BUSINESS SYSTEMS**

- Worked for over 50 companies and built over 100 workflows;
- Built a testing infrastructure for us to rapidly innovate / debug our products;
- Communicated with clients to ensure high quality data.

Environment: Linux, JavaScript, PHP, Python, MySQL.

**BAR-BACK AND WINE / HORS D'OEUVRES SERVER**

**JUNE 2013 TO AUGUST 2015**

**JOHN JOSEPH & ELIZABETH INN, CATERING, AND WEDDINGS**

- Offered wine and hors d'oeuvres to guests in a cheerful professional manner;
- Anticipated and responded to the needs of the bartenders;
- Helped to setup and dismantle the bar each night;
- Managed and trained new recruits.

**QUALITY ASSURANCE SOFTWARE INTERN**

**JANUARY 2008 TO AUGUST 2009**

**ONYX GRAPHICS**

- Worked alongside a team of 20 programmers to discover software bugs.

Environment: VMware, Java.

*References available upon request.*

## JOE BLASI

### PROFILE

Mr. Joe Blasi is a Senior Consultant with twenty-seven (29) years of experience in IT, and invaluable knowledge of APEX since he did development with Project Marvel, which is the ancestor of APEX, back in 2002.

Right after obtaining a double degree in Computer Science and Business Management, Joe Blasi exercised his spirit of initiative and excellence by working as a Manager for CBSI. He then joined in late 2000 the Oracle Corporation where he developed intimate knowledge of Oracle technologies, before working for C2 Consulting in 2008. He integrated the Insum team along with his C2 coworkers in early 2018.

Joe has over the years developed an impressive skillset, with a particular emphasis on Oracle technologies such as Oracle 7.3 – 19c, Application Express (APEX), SQL Developer, PL/SQL Developer, Toad, Oracle Developer (Reports 2.5 to 6i), Oracle Data Modeler, AOP, Database features (SQL, PL/SQL, analytics, text, VPD, etc.), eBusiness Suite APIs, TCA, etc. He knows computer languages such as SQL, PL/SQL, JavaScript, HTML, XML, COBOL. He has extensive experience as a Consultant in industries such as Health Care, Group Life Insurance, Simulation Software, Banking, and Utilities.

Joe's ability to acutely listen and understand client's concerns, requests, and requirements is recognized by all his peers as a quality that make him stand apart. His intimate knowledge of Oracle technologies, as well as his strong innate desire to deliver quality solutions in a responsive and timely manner means the client is guaranteed to have an invaluable asset by their side for their project development.

### PERSONAL INFORMATION

Languages: English

Experience in IT since 1994.

Experience with APEX since 2002.

### EDUCATION AND TRAINING

- 1998      MBA, Quinnipiac University
- 1994      BS Management, Quinnipiac University
- BS Computer Science, Quinnipiac University

## PROFESSIONAL SUMMARY

COMPANY	POSITION	PERIOD	TOTAL (MONTHS)
<b>Insum Solutions Inc.</b>	Senior Consultant	02/2018 to date	<b>61.0</b>
<i>Project – Nassau County – Constituent Affairs</i>	Senior Consultant	01/2023 – 02/2023	1.0
<i>Project – Nassau County – County Executive</i>	Senior Consultant	01/2022 – 03/2022	3.0
<i>Project – Nassau County – Consumer Affairs</i>	Senior Consultant	01/2022 – 05/2022	5.0
<i>Project: Nassau County – Vendor Portal to ADPICS</i>	Senior Consultant	06/2021 – 09/2021	4.0
<i>Project: Nassau County – APEX 5.1 / 4.2 to APEX 20 Migration</i>	Senior Consultant	10/2020 – 02/2021	4.0
<i>Project: Nassau County – COVID-19 Screening</i>	Senior Consultant	06/2020 – 07/2020	1.0
<i>Project: Nassau County – Supplemental Vouchers</i>	Senior Consultant	05/2020 – date	34.0
<i>Project: Nassau County – Non-Capital Vouchers</i>	Senior Consultant	03/2019 – date	48.0
<i>Project: Nassau County – Capital Claim Voucher</i>	Senior Consultant	01/2019 – date	50.0
<i>Project: Nassau County - Procurement</i>	Senior Consultant	11/2018 – 02/2019	4.0
<i>Project: Nassau County – OPC Parking Permits</i>	Senior Consultant	08/2018 – 10/2018	3.0
<i>Project: Nassau County - Infrastructure</i>	Senior Consultant	05/2018 to date	61.0
<i>Project: Nassau County – DPW Project Tracker</i>	Senior Consultant	05/2018 – 07/2018	61.0
<i>Project: Seres Therapeutics</i>	Senior Consultant	02/2018 – 05/2018	4.0
<b>C2 Consulting, Inc.</b>	Principal	10/2008 – 01/2018	<b>112.0</b>
<i>Project: Seres Therapeutics</i>	Principal	01/2015 – 01/2018	37.0
<i>Project: Harvard Pilgrim Healthcare</i>	Principal	02/2010 – 01/2018	86.0
<i>Project: Dartmouth College</i>	Principal	03/2012 – 11/2012	9.0
<i>Project: M2S Medical Data Management</i>	Principal	01/2009 – 01/2010	13.0
<b>Oracle Corporation</b>	Senior Consultant	10/2000 – 10/2008	<b>97.0</b>
<i>Project: iRacing – Motorsport Simulations</i>	Senior Consultant	01/2008 – 05/2008	5.0

<i>Project: Harvard Pilgrim Health Care</i>	Senior Consultant	07/2007 – 12/2007	6.0
<i>Project: Harvard Pilgrim Health Care</i>	Senior Consultant	04/2007 – 06/2007	3.0
<i>Project: Harvard Pilgrim Health Care</i>	Senior Consultant	10/2004 – 04/2007	31.0
<i>Project: Harvard Pilgrim Health Care</i>	Senior Consultant	12/2003 – 10/2004	11.0
<i>Project: Massachusetts Department of Industrial Accidents</i>	Senior Consultant	11/2002 – 09/2003	11.0
<i>Project: Massachusetts Department of Industrial Accidents</i>	Senior Consultant	06/2002 – 11/2002	7.0
<i>Project: Massachusetts Department of Marine Fisheries</i>	Senior Consultant	04/2002 – 06/2002	3.0
<i>Project: Massachusetts Department of Industrial Accidents</i>	Senior Consultant	06/2002 – 11/2002	7.0
<i>Project: Western Suffolk Boards of Cooperative Educational Services</i>	Senior Consultant	01/2001 – 04/2001	4.0
<b>CBSI (CW Costello)</b>	Manager	06/1994 – 09/2000	<b>76.0</b>
<i>Project: Southern Connecticut Gas Company</i>	Manager	04/1999 – 09/2000	18.0
<i>Project: The Hartford Insurance Group</i>	Manager	03/1998 – 03/1999	13.0
<i>Project: The Hartford Insurance Group</i>	Manager	07/1997 – 02/1998	8.0
<i>Project: The Hartford Insurance Group</i>	Manager	01/1997 – 06/1997	6.0
<i>Project: Blue Cross Blue Shield of Connecticut</i>	Manager	03/1996 – 12/1996	10.0
<i>Project: Blue Cross Blue Shield of Connecticut</i>	Manager	02/1995 – 02/1996	13.0
<i>Project: Blue Cross Blue Shield of Connecticut</i>	Manager	09/1994 – 01/1995	5.0
<i>Project: Blue Cross Blue Shield of Connecticut</i>	Manager	08/1994 – 10/1994	3.0
<i>Project: Blue Cross Blue Shield of Connecticut</i>	Manager	08/1994 – 10/1994	3.0
<i>Project: Shawmut Bank</i>	Manager	06/1994 – 09/1994	4.0

## PROFESSIONAL EXPERIENCE

SENIOR CONSULTANT  
INSUM SOLUTIONS INC.

FEBRUARY 2018 TO DATE

***Project – Nassau County – Constituent Affairs***

***January to February 2023***

*This project consisted of creating migrating an application from Access to APEX. This application is used by the Director of Constituent Affairs to schedule the County Executive's time.*

- Worked closely with the Director of Constituent Affairs to determine the migration path from Access
- Met with the County's Exchange team to be able to integrate to Outlook calendar.
- Designed, developed, and tested the application.

Environment: Oracle 19c, APEX 20, PL/SQL, REST, SQL Developer.

***Project – Nassau County – County Executive***

***January to February 2022***

*This project consisted of creating an application to help the County manage various media request and route them to the appropriate department. These departments consisted of Printing & Graphics, Sign Shop and WebGroup.*

- Met with various people from the County Executive department as well as fulfilment departments.
- Designed, developed, and tested the application.

Environment: Oracle 19c, APEX 20, PL/SQL, REST, SQL Developer.

***Project – Nassau County – Consumer Affairs***

***January to May 2022***

*When a member of the team departed, Mr. Blasi was asked to help take over an application that was under one developer's hands for several years. He was tasked with reducing the complexity of some of the public pages while ensuring that the information on these pages were complete and accurate.*

- Met with the Consumer Affairs Commissioner and staff to identify current problem areas.
- Designed, developed, and tested a new workflow for these pages.
- Resolved production issues with existing code.

Environment: Oracle 19c, APEX 20, PL/SQL, SQL Developer.

**Project – Nassau County – Vendor Portal to ADPICs**

**June to September 2021**

*The aim of this project was to remove the dependency on a 3<sup>rd</sup> party software that acted as an intermediary for vendor data between an APEX application and the County's mainframe. During the course of this project, Mr. Blasi executed the following tasks:*

- Worked with the mainframe group to identify key fields.
- Designed, developed, and tested a REST API to send data directly to the mainframe from APEX.

Environment: Oracle 19c, APEX 20, PL/SQL, REST, SQL Developer.

**Project – Nassau County – APEX 5.1 / 4.2 to APEX 20 Migration**

**October 2020 to February 2021**

*The project consisted of moving approximately 80 applications from both 4.2 and 5.1 environments to APEX 20. This allowed the County to decommission an entire environment, saving the County both money and time in maintenance of additional hardware. This also provided the developer with the latest version of APEX which allowed the use of many new features. During the course of this project, Mr. Blasi. executed the following tasks:*

- Developed a migration plan for the developers to follow.
- Lead a daily meeting with the developers to track progress.
- Coordinated with the DBA the creating of a sandbox environment as well as an upgrade plan for existing environment.

Environment: Oracle 19c, APEX 4.2, APEX 5.1, APEX 20, PL/SQL, SQL Developer.

**Project – Nassau County – COVID-19 Screening**

**June to July 2020**

*The aim of this project was to develop an easy-to-use application for both employees and visitors where their symptoms could be evaluated prior to entering the building. The questionnaire presented the user with NYS COVID-19 information as well as reported information to Department Heads and HR as appropriate. During the course of this project, Mr. Blasi executed the following tasks:*

- Regularly met with Director of Human Resources.
- Designed, developed, and tested both employee and visitor versions of the app.
- Designed the app to be easily used on mobile as well as desktop.

Environment: Oracle 19c, APEX 21, SQL Developer.

**Project – Nassau County – Supplemental Vouchers**

**May 2020 to date**

*The project consisted of creating a front-end to the other two voucher applications. Once the vendor submitted the voucher to the County the system would create the appropriate voucher (Capital or Non-Capital). During the course of this project, Mr. Blasi executed the following tasks:*

- Designed, developed, and tested the application.
- Met with vendors to get their feedback on the new system.
- Continue to enhance the application.
- Added VPD to protect sensitive information.
- Upgraded the application to APEX 20.

Environment: Oracle 19c, APEX 20, SQL Developer.

**Project – Nassau County – Non-Capital Vouchers**

**March to date**

*The goal of this project was like the Capital Voucher project: to remove the vast amount of paperwork that had to go between departments and give the Vendors the ability to quickly see where their claim was in the approval process. During the course of this project, he executed the following tasks:*

- Regularly met and presented to county Executives and Commissioners.
- Designed, developed, and tested the application.
- Continue to enhance the application.
- Added VPD to protect sensitive information.
- Upgraded the application to APEX 20.
- Expanded the rollout to nearly every department at County

Environment: Oracle 19c, APEX 20, SQL Developer.

**Project – Nassau County – Capital Claim Voucher**

**January to date**

*The goal of this project was to remove the vast amount of paperwork that had to go between departments. It also gave the Vendors the ability to quickly see where their claim was in the approval process. During the course of this project, Mr. Blasi executed the following tasks:*

- Regularly met and presented to county Executives and Commissioners.
- Quickly prototyped and designed screens for management evaluation.
- Designed, coded, and tested the application.
- Continue to enhance the application.
- Added VPD to protect sensitive information.
- Upgraded the application to APEX 20.

Environment: Oracle 19c, APEX 20, PL/SQL, SQL Developer.

**Project – Nassau County – Nassau County Procurement November 2018 to February 2019**

*The project consisted of developing an API that could be used for both real-time and batch processing of Vendor records. This role quickly developed into more of an architect role as several developers' applications all had to work in unison in order for the final product to work. During the course of this project, Mr. Blasi executed the following tasks:*

- Met with Procurement Department Deputy Commissioner and other management;
- Worked closely with a third-party company in order to create REST API to feed their system;
- Designed, coded, and tested the API.

Environment: Oracle 19c, APEX 20, PL/SQL, SQL Developer, REST, JSON.

**Project – Nassau County – OPC Parking Permits**

**August to October 2018**

*The goal of the project was to replace an outdated Access DB application that was in use by approximately 10 employees. The Office for Physically Challenged was quickly realizing that the Access application that they were currently using was coming to its end of life. They required a new app that would not be slowed down by the large number of records that they dealt with on a daily basis. Yet they also required an application that would be extremely easy to use as their workforce was seasonal and turned over quickly. The application the was created allows their users to easily maintain the thousands of handicap permits that the County has while on the phone with the customer, and at the same time provide management with the powerful reporting tools that they desired. During the course of this project, Mr. Blasi executed the following tasks:*

- Met with department management;
- Created a simple tool to convert Access DB data into Oracle tables;
- Designed, coded, and tested the application.

Environment: Oracle 12c, APEX 5.1, PL/SQL, SQL Developer, XML.

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**Project – Nassau County – DPW Project Tracker**

**May to July 2018**

*The project consisted of replacing a paper and Microsoft Access based project tracker for the Department of Public Works. This application provides Public Works management a dashboard so they can quickly see real time status of current projects. The application helps organize all the 'documentation' for their projects. It also enforces proper approval chain with in app signoff. During the course of this project, Mr. Blasi executed the following tasks:*

- Regularly met with Department of Public Works employees and Management.
- Designed, coded, and tested the application.
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Environment: Oracle 19c, APEX 20, PL/SQL, SQL Developer.

**Project – Nassau County – Infrastructure**

**May 2018 to date**

*This is an ongoing role that Mr. Blasi has at Nassau County. He is constantly reviewing and evaluating currently processes in the IT department and while working with senior management has successfully implemented numerous key tools and techniques. During the course of this project, Mr. Blasi executed the following tasks:*

- Regularly meets with the County's IT Commissioner.
- Brings best practices to Nassau's development team.
- Developed a Migration Guide for County employees to follow while converting their APEX 4.2 applications to APEX 5.1 and then 20.
- Standardized the look and feel of new and converted APEX applications.
- Introduced a peer code review so developers can share coding experiences on their current project.
- Implemented coding standards and industry best practices to help streamline development.
- Worked with management to purchase AOP.
- Aided in redesign of portions of the County Website.
- Participate in security audits.
- Rolled out VPD to all applications as needed.
- Worked with the County DBA and other Insum experts to upgrade ORDS

Environment: Oracle 12c, 19c, APEX 4.2, APEX 5.1, APEX 20, PL/SQL, AOP, REST, SQL Developer, Oracle Data Modeler.

**PRINCIPAL**

**OCTOBER 2008 TO FEBRUARY 2018**

**C2 CONSULTING, INC.**

***Project – Seres Therapeutics***

***January 2015 to February 2018***

*Mr. Blasi designed, developed, tested, and implemented a custom APEX application to replace a homegrown manual spreadsheet tracking system for the bioinformatics group. This system is used by both scientists as well as management. The implementation involved converting spreadsheet data, a FileMaker application and legacy C++ code to Oracle PL/SQL packages and APEX. During the course of this project, Mr. Blasi executed the following tasks:*

- Worked directly with scientists and management;
- Mentored client in Oracle as well as C2 best practices;
- Simplified as well and greatly improved accuracy of data input;
- Reduced processing time from hours to minutes.

Environment: APEX 5.1, Oracle PL/SQL, Oracle SQL Developer, Oracle Data Modeler.

***Project – Harvard Pilgrim Healthcare***

***February 2010 to February 2018***

*Mr. Blasi designed, developed, modified, and tested a multitude of screens and packages for the client's APEX based End to Enrollment System. As one of the original designers / developers of the system in 2004, his knowledge has proven to be invaluable to the client. Projects included implementing federal mandates such as the Affordable Care Act and large data migrations from legacy systems. During the course of this project, Mr. Blasi executed the following tasks:*

- Continued to expand functionality of this critical system while incorporating new APEX features;
- Interacted with the eBusiness Suite/TCA data via views and APIs;
- Worked directly with Sales and Member Services stakeholders;
- Trained and mentored staff in Application Express;
- Was the sole Developer-Analyst of many small to medium size projects;
- Developed critical business reports.

Environment: Oracle PL/SQL, Oracle SQL Developer, Oracle Data Modeler, Oracle APEX 4.1.

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**Project – Dartmouth College**

**March 2012 to November 2012**

*Mr. Blasi enhanced the existing Conflict of Interest Reporting (COI) application to include new functionality in response to changes in federal Public Health Service (PHS) regulations. These changes included creating COI disclosures that document the intersection of a researcher's financial interests and their institutional responsibilities (IR), creating COI disclosures that document the intersection of a researcher's financial interests and travel paid for by those interests, adding higher-level navigational pages that will guide PHS-Funded and non-PHS Funded researchers to the appropriate path for IR, Proposal-based, and Travel disclosures, and adding functionality to the COI Administrator module to accommodate the new disclosure types. During the course of this project, Mr. Blasi executed the following tasks:*

- Part of a small team with a large degree of autonomy;
- Greatly simplified the end-user process by creating 'smart' questions.

Environment: Oracle SQL Developer, Oracle APEX 4.

**Project – M2S Medical Data Management**

**January 2009 to January 2010**

*Mr. Blasi designed, developed and implemented a quality improvement registry for the Vascular Study Group of New England, which is used by 16 hospitals in all six New England states, that tracks data on vascular procedures. The application facilitates widespread benchmarking and quality improvement initiatives, ultimately resulting in better patient outcomes. The collection and exchange of aggregate data across multiple participants fosters continuous improvement in the quality, safety, effectiveness and cost of caring for patients. During the course of this project, Mr. Blasi executed the following tasks:*

- Aided client for all Oracle decisions;
- Mentored client staff in PL/SQL and APEX (Application Express);
- Performed data Model changes to support new vascular procedures.

Environment: Oracle SQL Developer, Oracle Data Modeler, Oracle APEX 3.2, AnyChart 5.1.2, Greybox 5.5.

**SENIOR CONSULTANT**  
**ORACLE CORPORATION**

**OCTOBER 2000 TO OCTOBER 2008**

***Project – iRacing.com – Motorsport Simulations***

***January to May 2008***

*Mr. Blasi migrated, modified, and wrote over 100 procedures and functions to effectively use PL/SQL and move over 200 tables from MySQL 5.0 to Oracle 10.2.0.3. He was responsible for the conversion of Development, Test and Production databases as well as supporting all testing efforts. During the course of this project, Mr. Blasi executed the following tasks:*

- Was the sole consultant on-site responsible for end to end migration solution;
- Aided client for all Oracle decisions.
- Mentored client staff in PL/SQL and Oracle best practices

Environment: PL/SQL, MySQL 5.0, Oracle 10.2.0.3.

***Project – Harvard Pilgrim Health Care***

***August to December 2007***

*Mr. Blasi designed, developed, tested, and implemented an automated method of receiving sales lead information from an external calling center. He also created screens to allow the user to quickly create leads within the Oracle Sales Online application that required manual intervention. The project's use of Application Express (APEX) reduced the number of screens / keystrokes by more than half compared to Oracle Sales Online (eBusiness Suite) application. During the course of this project, Mr. Blasi executed the following tasks:*

- Lead Programmer-Analyst on a small team;
- Presented ideas and concepts to corporate steering committee;
- Mentored IT staff in Application Express.

Environment: Oracle PL/SQL, Oracle SQL Developer, Oracle Data Modeler, Oracle APEX 4.1.

***Project – Harvard Pilgrim Health Care***

***April to June 2007***

*Mr. Blasi designed, developed, tested, and implemented a lightweight document repository with the goal of making literature very easy for the Sales and Marketing executives to find. This was developed using an Oracle Portal front end for searching and a HTML DB backend for the administrators. During the course of this project, Mr. Blasi executed the following tasks:*

- Lead Programmer-Analyst on a small team;
- Developed concept and business rules with business client.

Environment: Oracle PL/SQL, Oracle SQL Developer, Oracle Data Modeler, Oracle APEX 4.1.

**Project – Harvard Pilgrim Health Care**

**October 2004 to April 2007**

*Mr. Blasi designed, developed, tested, and implemented numerous screens with HTML DB for an End-to-End Enrollment project. These screens were first intended to supplement the Oracle Sales and Oracle Telesales screens, but quickly became a vital part of the End-to-End Enrollment process for the business. During the course of this project, Mr. Blasi executed the following tasks:*

- Worked closely with all levels of client to design the UI and business flow;
- Acted as lead technical resource during User Acceptance Testing and was responsible for coordinating other technical teams' efforts;
- Continue to stay on the team as lead HTML DB developer to create additional functionality and maintain the system.

Environment: Oracle PL/SQL, Oracle SQL Developer, Oracle Data Modeler, Oracle APEX 4.1.

**Project – Harvard Pilgrim Health Care**

**December 2003 to October 2004**

*Mr. Blasi designed, developed, tested, and implemented numerous screens with HTML DB for a custom Privacy & Security Workflow application. He assumed the lead programmer role towards the end on the project and was responsible for production implementation. He designed, developed, tested and implemented a generic tracking system that is currently used with the Privacy & Security Workflow Tool and bug tracking system, but can easily be expanded for other uses. During the course of this project, Mr. Blasi executed the following tasks:*

- Wrote extensive test cases and scenarios for the business clients;
- Wrote a user guide for the Privacy & Security Workflow Tool and the Request Tracking system;
- Trained the client in the administration functionality of the Privacy & Security Workflow and the Request Tracking System.

Environment: Oracle PL/SQL, Oracle SQL Developer, Oracle Data Modeler, Oracle APEX 4.1.

**Project – Massachusetts Department of Industrial Accidents**

**November 2002 to September 2003**

*Mr. Blasi developed, tested, and implemented a number of online forms with HTML DB and also developed both 6i Reports and 6i Forms for the second phase of the migration from a legacy claims management system to a custom-built Oracle claims management system. During the course of this project, Mr. Blasi executed the following tasks:*

- Developed numerous PL/SQL packages to aid in both Report and Form development;
- Assisted in the upgrade from 9iAS to 9iAS R2;
- Developed content in both Portal 3.0 and 9iAS Portal.

Environment: Oracle PL/SQL, Oracle SQL Developer, Oracle Data Modeler, Oracle APEX 4.1.

**Project – Massachusetts Department of Industrial Accidents**

**June 2002 to November 2002**

*Mr. Blasi developed, tested, and implemented numerous Forms and Reports utilizing the 6i toolset for the migration of the legacy Access base Trust Fund System to a custom-built Oracle system. During the course of this project, Mr. Blasi executed the following tasks:*

- Aided client employees in all aspects of development;
- Helped to integrate the new Trust Fund application into the existing Portal structure.

Environment: Oracle PL/SQL, Forms 6i, Reports 6i.

**Project – Massachusetts Department of Marine Fisheries**

**April to June 2002**

*Mr. Blasi developed and implemented an online licensing renewal system with Oracle Project Marvel, now called APEX.*

**Project – Massachusetts Department of Industrial Accidents**

**June to November 2002**

*Mr. Blasi developed, tested, and implemented over 75 medium and complex reports in Reports 6i for a migration from a legacy claims management system to a custom-built Oracle claims management system. During the course of this project, Mr. Blasi executed the following tasks:*

- Configured Oracle Reports Server integration w/ Oracle 9iAS Portal;
- Utilized Portal 3.0 content manager and also used Portal to create reports and build LOVs and links;
- Utilized Designer for configuration management;
- Created a development work flow document for the development team.

Environment: Oracle PL/SQL, Portal, Reports 6i.

**Project – Western Suffolk Boards of Cooperative Educational Services**

**January to April 2001**

*Mr. Blasi was the sole developer of all the reports for a student information system. His responsibilities included designing, coding, and testing student information reports using Oracle Reports 6i. These reports included student demographic, progress and attendance reports. During the course of this project, Mr. Blasi executed the following tasks:*

- Mentored client personnel in Reports 6i
- Developing Forms to pass report runtime parameters from the student information system to the report

Environment: Reports 6i, SQL.

**MANAGER**

**JUNE 1994 TO SEPTEMBER 2000**

**CBSI (CW COSTELLO)**

***Project – Southern Connecticut Gas Company***

***April 1999 to June 2000***

*Mr. Blasi was member of a team slated to migrate reports from a legacy Customer Information System to SCT's Banner CIS system. His responsibilities included designing, coding, and testing customer information reports using Oracle Reports 3.0 and PL/SQL. These reports were created to support areas such as Accounts Receivable, Meter Reading, Billing, and Auditing. He created detailed test plans, review newly-developed reports with the business community to obtain system acceptance and troubleshoot production problems. During the course of this project, Mr. Blasi executed the following tasks:*

- Trained and mentored junior-level personnel in Oracle Reports 3.0.
- Developed complex business-specific Accounts Receivable reports
- Set up security and run parameters to allow program execution through Banner's scheduling system

Environment: Oracle Reports, PL/SQL.

***Project – The Hartford Insurance Group***

***March 1998 to March 1999***

*Mr. Blasi was the lead developer for one type of several billing options offered. As team leader of the reports team, he acted as the liaison between systems and the business community for production issues. These efforts were vital to the successful installation of a PeopleSoft Accounts Receivable system. During the course of this project, Mr. Blasi executed the following tasks:*

- Designed, developed and tested an entire billing process to interact with the PeopleSoft A/R system
- Actively participated in weekly manager meetings representing the reporting team
- Developed and maintained the reporting team's project plan
- Reviewed code of junior-level personnel

***Project – The Hartford Insurance Group***

***July 1997 to February 1998***

*Mr. Blasi coordinated the efforts of three teams, developed a problem tracking database, and assumed the role of programmer/analyst, as needed, for the addition of a new list bill product under the Billing and Collection System. His responsibilities included:*

- Worked with the team leaders of three teams and coordinated both the development and the system testing phases of the project
- Designed and developed an Access based tracking system to monitor system testing related problems
- Assigned workload and prioritized program problems for support team
- Acted as the liaison between the business team testers and the systems area

**Project – The Hartford Insurance Group**

**January to June 1997**

Mr. Blasi designed, coded and tested Oracle reports using a variety of techniques for a Billing and Collection System production support effort. Reports were developed and tested from specifications using PL/SQL, SQL\*Plus and Oracle Reports 2.5.

**Project – Blue Cross Blue Shield of Connecticut**

**March to December 1996**

Mr. Blasi lead the team in a BMP regression test effort and learned a third-party software that examined claims and applied industry standards. He created a library for BMP tools and documented a standardized procedure for performing BMP testing.

**Project – Blue Cross Blue Shield of Connecticut**

**February 1995 to February 1996**

Mr. Blasi worked on a Claims project implementing a new electronic claim feed from other insurance carriers. The system utilized EDI, adhering to the industry accepted file format. He was active in all phases of the project life cycle, and developed the system using COBOL II and MFS as well as making batch JCL changes.

**Project – Blue Cross Blue Shield of Connecticut**

**September 1994 to January 1995**

Mr. Blasi worked closely with the project leader for a large project where he was responsible for maintaining the development environment and migrating the test system into production for over 1,000 elements. He also prepared a detailed document addressing project turnover procedures.

**Project – Blue Cross Blue Shield of Connecticut**

**August to October 1994**

Mr. Blasi coded, tested, and implemented several on-line COBOL, IMS and DB2 programs. He also modified many existing programs to allow a new Managed Care health plan through the existing Claims system.

**Project – Blue Cross Blue Shield of Connecticut**

**August to October 1994**

Mr. Blasi coded and tested MVS JCL and COBOL II programs. These programs integrated drug rider processing into the claims processing batch run, thus eliminating the need for a separate drug claims batch run and the mailing of separate drug claim statements.

***Project – Shawmut Bank***

***June 1994 to September 1994***

*Mr. Blasi coded and tested MVS JCL and COBOL II programs. These programs integrated drug rider processing into the claims processing batch run, thus eliminating the need for a separate drug claims batch run and the mailing of separate drug claim statements.*

*References available upon request.*

## Marie Phillips

### PROFILE

Marie Phillips is an APEX Developer with five (5) years of experience in IT and three (3) years with APEX. She joined Insum in January 2018 and has worked on several key projects.

She graduated from SUNY Plattsburgh in December 2016 with a B.Sc. in Information Technology with a minor in Computer Security and was recognized twice on the Dean's List and received several highly regarded awards and scholarships: the Academic Excellence Scholarship, the Hudson Science Scholarship, and the Computer Science Department Academic Excellence Award.

Marie joined Insum in January 2018. Her adaptability, ability to learn quickly, and willingness to always improve her skills make her a valuable asset on any project. She's a team player and shows a profound desire to achieve excellence.

### PERSONAL INFORMATION

Languages: English.

Experience in IT since 2016.

Experience with APEX since 2018.

### EDUCATION AND TRAINING

2016      B.Sc. in Information Technology, minor in Computer Security, SUNY Plattsburgh, NY

## PROFESSIONAL SUMMARY

COMPANY	POSITION	PERIOD	TOTAL (MONTHS)
<b>Insum Solutions inc.</b>	APEX Developer	01/2018 to date	<b>46.0</b>
<i>Project: Solicitation Tracking</i>	APEX Developer	11/2022 to date	4.0
<i>Project: Vendor Payment Information Forms</i>	APEX Developer	11/2022 to date	4.0
<i>Project: Apportionment and Grouping Petitions</i>	APEX Developer	10/2021 – 05/2022	7.0
<i>Project: MWBE Public Directory</i>	APEX Developer	08/2021 – 02/2022	6.0
<i>Project: Boost Center Constituent Tracking</i>	APEX Developer	07/2021 – 08/2021	1.0
<i>Project: Chargeback Automation</i>	APEX Developer	05/2021 to date	paused
<i>Project: Service Provider App/Clearance Profile App</i>	APEX Developer	04/2021 – 11/2021	7.0
<i>Project: Workflow Generator App</i>	APEX Developer	06/2020 – 12/2021	18.0
<i>Project: ECRS – Contract Routing</i>	APEX Developer	06/2020 – 03/2022	21.0
<i>Project: Veterans Transportation Scheduler</i>	APEX Developer	04/2020 to date	paused
<i>Project: Interdepartmental Service Agreements</i>	APEX Developer	07/2019 – 05/2021	22.0
<i>Project: Ticket Queue</i>	APEX Developer	07/2019 – 08/2019	2.0
<i>Project: MWBE Directory</i>	APEX Developer	05/2019 – 11/2021	30.0
<i>Project: Senior Exemption Worksheet</i>	APEX Developer	05/2019 – 10/2021	29.0
<i>Project: SCGTS Yard Visualization and Optimization</i>	APEX Developer	09/2018 – 04/2019	7.0
<i>Project: SCGTS Track and Trace</i>	APEX Developer	07/2018 – 04/2019	7.0
<i>Project: InTime People App</i>	APEX Developer	05/2018 – 06/2018	1.0
<i>Project: On-boarding, InTime Expenses</i>	APEX Developer	01/2018 – 05/2018	5.0
<b>Kimmel Services</b>	Operations and Accounting Manager	02/2013 – 07/2017	<b>54.0</b>
<b>Banker Orchards</b>	Seasonal Help	2012 – 2014	<b>9.0</b>
<b>Butcher Block</b>	Salad Bar Worker	07/2015 – 01/2016	<b>7.0</b>

## PROFESSIONAL EXPERIENCE

### APEX DEVELOPER

INSUM SOLUTIONS INC.

### APEX DEVELOPER

#### ***Project – Solicitation Tracking***

***November 2022 to Date***

*The project consisted in creating an application for the Department of County Executive to process county solicitations. During the course of this project, she executed the following tasks:*

- Upgrade and redesign an existing production app
- Integrate workflow application
- Clean up and simplify complex screens and processing

Environment: APEX 20.2

#### ***Project – Vendor Payment Information Forms***

***November 2022 to Date***

*The project consisted in creating an application for the Department of Comptrollers to Convert the comptroller's 700 form, Taxpayer Identification and Certification from paper to an online digital form for vendors to enter their information and track payment methods. During the course of this project, she executed the following tasks:*

- Designed table structure
- Create application that integrated with existing vendor portal app
- Integrate with separate data base with daily job refreshing
- Send emails and print forms

Environment: APEX 20.2

#### ***Project – Apportionment and Grouping Petitions***

***October 2021 to May 2022***

*The project consisted in creating an application for the Department of Assessment to initiate and approve/deny apportionment and grouping request from the public. During the course of this project, she executed the following tasks:*

- Designed table structure
- Integrate workflow application
- Create public facing and internal pages
- Create apex user accounts on a public form page submission
- Send PDF generated approval/denial letters

Environment: APEX 20.2

#### ***Project – MWBE Public Directory***

***August 2021 to November 2021***

*A public app for searching certified MWBE Business. During the course of this project, she executed the following tasks:*

- Created simple search application with filtering fields leading to a condensed report of certified businesses
- Incorporated a google recaptcha
- Options to download specific report formats (used built in IR Reports and BI Publisher)

Environment: APEX 20.2

***Project – Boost Center Constituent Tracking***

***July 2021 to August 2021***

*The project consisted in creating an application to track communications between the Minority Affairs Boost Center and Constituents. App keeps a record of conversations logged. During the course of this project, she executed the following tasks:*

- Designed table structure based on existing similar application
- Recreated and updated screens from an existing similar application
- Incorporated oracle text index
- Used Apex rest services for downloading attachments
- Created ticketing system to track when contact was made and assign staff member for optional follow-up
- Simple reporting and search screens

Environment: APEX 20.2

***Project – Service Provider App/Clearance Profile App***

***May 2021 to November 2021***

*The project consisted in adding logic to an existing app (Service Provider) to manage a list of approved clearance visitors for the Corrections Center and any restrictions they might have. Also included creating a public page/new application for the public to initially submit a clearance request/view status of existing request. During the course of this project, she executed the following tasks:*

- Designed table structure
- Created application with public form page where users would request an account be created (used apex\_util.create\_user)
- Integrated workflow app into request processing
- Added automated emailing
- Used combination of Interactive Grids & Report/forms
- Added screens to allow for Sheriff's department users to approve submitted requests
- Added warning screens/confirmation for when public entered building without having the correct clearance setup yet

Environment: APEX 20.2

**Project – Chargeback Automation****April 2021 to Date (work paused)**

*The project consisted in creating an application to replace paper/excel management of IT county charges. During the course of this project, she executed the following tasks:*

- Designed table structure
- Created multiple bill upload screens that used apex\_data\_parser to parse excel uploads into table with calculations
- Associated specific charges/accounts with mast list of codes to determine which departments owed what amount
- Incorporated external tables to create reports on actual charges posted vs bills uploaded

Environment: APEX 20.2

**Project – Workflow Generator****June 2020 to December 2021**

*The project consisted in creating a generic application and set of APIs to be used by all Nassau County apps to setup and manage application workflows. During the course of this project, she executed the following tasks:*

- Designed table structure
- Created large set of API calls
- Created apex app to setup a workflow and view history of current requests
- Integrated with APEX authorization schemes
- Added complex logic to handle steps/sub steps/sequential and non-sequential

Environment: APEX 20.2/ APEX 5.1

**Project – ECRS – Contract Routing****June 2020 to March 2022**

*The project consisted in upgrading and redesigning an existing apex application and meant to facilitate contracts between departments with a complex workflow. During the course of this project, she executed the following tasks:*

- Redesigned existing table structure to fit standards
- Created a generic workflow table structure/application/APIs to integrate with this new app build
- Created a more user-friendly application
- Advanced role setup
- Used BI Publisher for reporting
- Incorporated built in email notifications

Environment: APEX 20.2/ APEX 5.1

**Project – Veterans Transportation Scheduler****April 2020 to Date (work paused)**

*The project consisted in creating an application to schedule appointments and drivers for the Veterans department. During the course of this project, she executed the following tasks:*

- Redesigned table structure
- Upgraded application from 4.2 to 20.2
- Worked with Apex Calendars
- Added new app features from users

Environment: APEX 20.2

**Project – Interdepartmental Service Agreements**

**July 2019 to May 2021**

*The aim of this project was to create an application-based system to replace the current paper system for Interdepartmental Service Agreements. During the course of this project, she executes the following tasks:*

- Created an APEX application;
- Created data model design;
- Add the authentication and authorization schemes within the application;
- Created custom workflow processing;
- Worked with some existing table structure.

Environment: APEX 20.2/ APEX 5.1

**Project – Ticket Queue**

**July to August 2019**

*The aim of this project was to create a simple ticket queue screen to display the current ticket queue at a particular county office. Included automatic report refreshing as new clients were added to the queue. During the course of this project, she executed the following tasks:*

- Created an APEX application;
- Created aesthetic report that clearly showed where a ticket was in real time;
- Used Ajax calls in combination with JavaScript intervals to check for change to the queue.

Environment: APEX 5.1.

**Project – MWBE Directory**

**May 2019 to November 2021**

*The project consisted in creating a directory of Minority and Women Business Enterprises. Allowed for certification process of businesses. During the course of this project, she executed the following tasks:*

- Created an application integrated with another main app
- Created workflow process for users to certify business who first register in a separate outside portal app
- Used Bi Publisher to generate certificate letters
- Built in mass emailing

Environment: APEX 20.2/ APEX 5.1

***Project – Senior Exemption Worksheet***

***May 2019 to October 2021***

*The aim of this project was to create an application to replace the current paper system for filling and reviewing senior exemptions for the county. During the course of this project, she executed the following tasks:*

- Created an APEX application;
- Created data model design;
- Added the authentication and authorization schemes within the application;
- Created a user-friendly form page with multiply dynamic input sections;
- Created custom workflow processing;
- Used BI Publisher to print final form result.

Environment: APEX 20.2/ APEX 5.1

***Project – SCGTS Yard Visualization and Optimization***

***September 2018 to April 2019***

*The aim of this project was to create visualization layouts of yards and have an automatic optimization to show which racks to put incoming pipe that would best utilize the racks within a yard. During the course of this project, she executed the following tasks:*

- Assist with data model design;
- Create an APEX application;
- Work with advanced concepts for JavaScript library Fabric JS.

Environment: APEX 5.1.

***Project – SCGTS Track and Trace***

***July 2018 to April 2019***

*The aim of this project was to improved traceability of pipeline assets throughout their lifetime. During the course of this project, she executed the following tasks:*

- Assist in data loading into new tables;
- Create DB packages to be used with REST calls;
- Create an APEX application;
- Work with Google Maps API.

Environment: APEX 5.1.

***Project – InTime People App***

***May to June 2018***

*The project consisted in developing a new, core application for the InTime product suite. During the course of this project, she executed the following tasks:*

- Created application;
- Assisted with data model design;
- Created forms on reports;
- Created form validations that would persist throughout the application;
- Integrated the application with the rest of the internal applications;
- Added the authentication and authorization schemes within the application;
- Provided styling and assisted with responsive design.

Environment: APEX 5.1.

***Project – On-boarding, InTime Expenses***

***January to May 2018***

*The goal of this period was to gather knowledge on all Insum tools, methodology and understand the requirements to become a developer at Insum. In the last stages of the period, a full application to manage consultant expenses was developed.*

**OPERATIONS & ACCOUNTING MANAGER**

**FEBRUARY 2013 TO JULY 2017**

**KIMMEL SERVICES**

*During her time as an Operations and Accounting Manager Marie executed the following tasks:*

- Basic website management skills, as well as router configuration/network management;
- Assist with security camera system installation as well as other hardware installation jobs;
- Set up networks and provide helpdesk support for customers;
- Company accountant utilizing QuickBooks.

*References available upon request.*

**Documents to be found in the Nassau County Vendor Portal**

- a. Business History Form
- b. Principal Questionnaire Forms
- c. County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Lobbyist Registration and Disclosure Form

*Also to be found in the Nassau County Vendor Portal:*

Appendix L – Living Wage Law Certificate of Compliance

This document is uploaded in the Nassau County portal under "Other Documents"

We have provided a PDF copy on the following page for reference.

Contract Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Name: *Francis Mignault*

Address: *42 Birch, Gore, Quebec, J0V 1K0, Canada*

Tel. Number: *1-866-887-1670 x223*

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

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

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

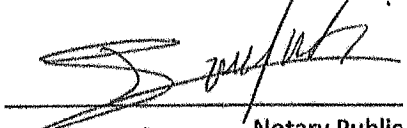
5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

Dated:

  
Francis Mignault, CEO

Sworn to before me this 8 day of March, 2023.

  
Notary Public  
*Avocate 277468-2*

**EXHIBIT D**

COUNTY RFP IT0210 - 2315

# Nassau County Department of Information Technology

Bruce Blakeman - County Executive

Nancy Stanton – Commissioner

## REQUEST FOR PROPOSALS

*Oracle APEX Consulting Services*

**RFP# IT0210-2315**

Issue Date: February 16, 2023

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**Nassau County**  
Long Island, New York

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Disclosure Form

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## Request for Proposal (RFP)

### **A. Introduction-Purpose**

Nassau County, New York (the “County”) is currently seeking proposals from qualified individuals and entities authorized to do business in the State of New York, to provide Oracle APEX Consulting Services for the Department of Information Technology. The purpose of the RFP is to provide the Nassau County Department of Information Technology (NCIT) with proposals and recommendations for Oracle APEX Consulting services.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

### **B. Anticipated Proposal Schedule**

RFP Issue Date	Wednesday, February 15, 2023
Vendor questions Due	Thursday, February 24, 2023
Vendor question responses	Friday, March 03, 2023
Proposal Due Date	Friday, March 17, 2023
Oral Presentation, if necessary,	Week of March 13, 2023
Award Date	Week of March, 27 <sup>th</sup> 2023

Dates indicated above are subject to change at the sole discretion of the County.

THE PROPOSER SHOULD PROVIDE A PROPOSAL IN APPENDIX B WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

### **C. Scope of Services**

Nassau County Department of Information Technology is seeking to engage a professional and experienced consulting firm that has a proven track record in Oracle APEX consulting and development services to support its ongoing efforts to deliver high quality software applications to the various departments and stakeholders of the County. To qualify, firms must be able to demonstrate their capabilities to address changing needs, in-depth expertise, experience and capacity to deliver several applications and projects of varied scope in a scalable manner.

The consulting firm will supply staff on an as needed basis. NCIT will provide a project specific statement of work for each effort. There may be times when multiple consultants may be needed and other times none may be needed.

Currently, there are approximately 149 Oracle APEX Applications in production today in several NC departments. Examples below:

- Nassau County Police Department
- Social Services
- Purchasing / Procurement
- Assessment
- Department of Public Works
- Fire Marshall

- Human Resources

New applications are being developed in APEX 20.2

We expect the initial projects to require 1-3 full time consultants to work on the following projects.

- Assist with upgrades of Apex as needed, and when determined to be beneficial
- Training current staff in Apex 20.2
- Assisting with enhancements and upgrades of existing APEX applications
- Assisting with building APEX applications for county departments upon request
- Applications for collecting fees online, reduce paper and become more efficient.
- LDAP integration

The services required for any given project may include cost estimates, workflow analysis, system design and configuration, development, data conversion and documentation, programming and training existing county staff.

**The Contractor will be required to assist in the following:**

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

**The Contractor shall provide the following deliverables to the County:**

- Expert Oracle APEX consulting and development services as required on a continuous basis during the contract period.
- Design and develop software solutions that are user friendly, scalable and support the County's requirements on demand and as needed.
- Hold on-site project kick off meetings which may include project team members from the Contractor and County staff
- Create and provide weekly status reports, issues log, attend weekly status meetings and other meetings as required
- Implementation of new solutions as per requirements in consultation with the County
- Integration, Unit, and User Acceptance Testing (UAT) of the proposed solution

- Provide any installation, configuration, and implementation work and documentation as required to launch the solution on all required platforms such as Development, Staging and Production environment.
- Mentor and transfer solution specific knowledge to County staff by including them in the design, development, configuration and deployment related activities throughout the project.
- Proponents shall submit in their Proposals, at a minimum, the following mandatory information, failing which their Proposals shall be rejected by the County:
  - The names of consultants of the Contractor who will be assigned to work on this Contract, together with their resume, which should include descriptions of the various types of projects they have worked on in the past
  - Total all-inclusive cost to the County for the Contractor to complete deliverables with a single blended hourly rate for all proposed staff

### **Certifications and Qualifications Applicable to the Work**

It is a mandatory requirement of this RFP that Proponents have demonstrated experience and proficiency in Oracle APEX development, Database Administration, and Identity Management. They must possess the following minimum qualifications, failing which their Proposals shall be rejected as non-compliant:

**The company responding must directly employ resources meeting the following criteria:**

Developers who possess an Oracle Certification (OCP) in Oracle APEX development

Oracle Certified DBAs

Experts in Identity Management including but not limited to Oracle Identity Management

Minimum of 5 Oracle ACEs

Regularly present at Oracle technology conferences and are well known to the Oracle Community

**The company responding must employ and be able to provide resources on an as needed basis that meet the following criteria:**

- Senior team members must have a minimum of ten-years' experience in Oracle database version 19c or above and data modeling
- Advanced understanding of troubleshooting, root-cause analysis, application design, solution development and implementation of medium sized projects or major components of large projects within Oracle APEX development environment
- Knowledge of technical and process documentation standards as they relate to Oracle database
- Knowledge of statistical data analysis and reporting techniques
- Interpersonal skills such as positive attitude, team player, time management skills, problem solving, flexibility and coping with pressure.
- Previous experience in similar projects in a County Government environment

**The company responding must employ and assign resources full-time that meet the following criteria:**

- 10 years plus leading a team of Oracle APEX developers
- In-depth knowledge of Oracle APEX
- Real world experience upgrading Apex applications
- In-depth knowledge of SQL Plus, PL/SQL, Oracle Forms, Oracle Reports
- In-depth knowledge of Oracle Database, 19c
- Familiarity with the County's current business processes and IT systems would be an asset
- Web Services (SOAP, REST)
- JSON / XML
- AOP
- SQL Developer & SQL Modeler
- Weblogic Server
- Apache Tomcat

**The company responding must employ and assign resources as needed that meet the following Oracle Database Administration (DBA) Experience:**

- Designing, developing and implementation of data architecture systems
- Control and manage database configurations inclusive of installing and upgrading application servers and application tools, applying fixes, and maintaining supplier and in-house documentation.
- Constructing and maintaining database schemes, tables, policies and procedures documents.
- Configuring and maintaining enterprise data sharing processes and disk partition systems.
- Creating and implementing shell scripts for task automation.
- Creating and implementing data management languages.
- Advanced Business Intelligence skills that are necessary for planning, executing and managing software projects
- Experience and knowledge in relation to Government IT infrastructure or similar environments
- Experience of technical architecture particularly in the design of high availability and disaster recovery solutions.

**The following certifications are also highly desirable:**

- Oracle Database Certified Implementation Specialist
- Oracle Enterprise Linux Certified Implementation Specialist
- Oracle Performance Tuning Certified Implementation Specialist

For Oracle RDBMS and DBA Tools, must have wide detailed knowledge and experience along with Information Systems concepts and practice in the Linux platform. This should be coupled with current expert knowledge and experience in at least 7 of the following areas of specialization:

- Oracle PL/SQL, SQL Plus
- Oracle Database 19c
- Oracle Application Server 22.3
- Apache Server and SSL
- Oracle Identity and Access Management (SSO/OID/OAM)
- Technical Architecture
- Data Modelling AOP

**Work location / Hours** – All consultants will be required to work on site at the Nassau County Department of Information Technology, located at 240 Old Country Road, Mineola, NY 11501. Work may be required at other Nassau County Government locations based on project requirements. Work hours are normal business hours.

#### **D. Contract Term**

It is the intent to award a contract for a two (2) year period with the option to renew for an additional one (1) Two (2) year period, for a possible total term of four (4) years subject to the County's right of early termination as provided in the contract. The decision to renew the contract(s) will be at the sole discretion of the Nassau County Department of Information Technology.

#### **E. Mandatory Proposal Response Requirements**

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

All Proposals must contain the following:

1. Cost Proposal Form attached as Appendix A.
2. Proposed approach to the Scope of Work attached as Appendix B, containing a complete written description of proposer's Proposal.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. Living Wage Law Certificate of Compliance, attached as Appendix L.
6. A completed and verified copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached as Appendix F. Additionally, if the proposer utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration

and Disclosure Form, completed and verified by that individual/organization, attached as Appendix G.

7. The Proposer's Exceptions to the RFP Requirements, if any.
8. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
9. Additional information that you believe pertinent to the County's requirements.
10. Statement proposer has registered with the County as a vendor.

#### **F. Proposal Submission Instructions**

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request for Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered, and the full question listed.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and five ( 5 ) copies of the proposal, and an electronic version, together with all attachments, must be submitted to the County in a sealed opaque envelope no later than 3:00 p.m. EST on Friday March 17,2023. No telegraphic or facsimile proposals will be accepted. **Proposals received after the above date and time will not be considered and may be returned unopened.** The County is under no obligation to return proposals.

It is each Proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

If a proposer takes exception to any requirement of this RFP, the Proposer must clearly set forth the exception in its proposal, referencing the affected RFP section, paragraph and page. The Proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the Proposer. The County shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the County rejects a proposed exception, the County may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the County does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, the County reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether or not the County rejects proposed exceptions to the RFP, such exceptions will be considered by the County in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP to which they have not specifically and clearly stated an exception in their proposal.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Rosemarie Torla  
Project Manager  
Nassau County Department of Information Technology  
240 Old Country Road  
Mineola, New York 11501  
Telephone: (516) 571-4451

Email address – [RFPApex@nassaucountyny.gov](mailto:RFPApex@nassaucountyny.gov)

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award has been made.

All questions regarding this RFP should be directed to the above email address.

### **Contract Proposal Evaluation Criteria**

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. **The County reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if , in the County's sole judgment, the best interests of the County will be served.** The selection committee will evaluate each proposal and use the following for scoring each submission:

#### **Contract Requirements and Proposed Solution 20 %**

Overall responsiveness of the proposal;  
Demonstration of a clear understanding of the requirements portion of the RFP;  
Clear description of the scope of work needed to satisfy the defined RFP requirements.

#### **Vendor Profile: Organization, Capacity, Staffing, Resumes 20 %**

Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel).

#### **Related Experience 40\_%**

Prior public sector experience, APEX consulting and support services, related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.

#### **Cost of Overall Project 20 %**

Total cost to the County.

The County will consider any other relevant factors as determined by the selection committee.

#### **H. General Information**

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will endeavor to notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

**Amendment #1**

**REQUEST FOR PROPOSALS**

**Oracle Apex Consulting Services**

**RFP# IT0210-2315**

Please note the following two changes to the RFP. First change refers to page 5, the last bullet under section titled “The Contractor shall provide the following deliverables to the County” (which starts on page 4)

Replace the following statement

- Total all-inclusive cost to the County for the Contractor to complete deliverables with a single blended hourly rate for all proposed staff

With

- Total all-inclusive cost to the County for the Contractor to complete deliverables.
- *Detailed hourly rates per consultant type should be provided in a cost of services schedule, included with Appendix B.*

Second change refers to page 8, Section F, Proposal Submission Instructions, second paragraph:

The original and 5 (five) copies of the proposal, together with all attachments, must be submitted to the County in a sealed opaque envelope no later than 4:00 p.m. EST on *Friday, March 17, 2023*.

Is replaced with:

The original and 5 (five) copies of the proposal, together with all attachments, must be submitted to the County in a sealed opaque envelope no later than 4:00 p.m. EST on *Friday, March 10, 2023*.

Note to File: An email was sent to all participating vendors on 2/16/23, informing them, that the proposal due date was changed to March 10, 2023

7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
  - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
  - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
  - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
  - D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six (6) years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of proposal.
10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

#### **I. General Conditions for Proposers**

1. The Proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.

2. Proposer is bound by and shall comply with the terms of Appendix EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

**J. Additional Demonstrative Materials**

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

**K. Award of Contract**

The County shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

**L. Protest Policy**

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

**APPENDIX A**  
**COST PROPOSAL**

Consultant Type	Hourly rates	
	Base	Overtime

The undersigned hereby certifies his or her compliance with the following:

**“NON-COLLUSIVE PROPOSAL CERTIFICATION”**

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

**SUBMITTED BY:** \_\_\_\_\_  
(Signature)

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPENDIX B**  
**PROGRAM DESCRIPTION AND STAFFING**

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- b. Detail prior experience in the area of Oracle APEX consulting services.
- c. Detail prior experience with public sector clients (similar size and scope).
- d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

**APPROVED AND SUBMITTED BY:** \_\_\_\_\_  
(Signature)

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Appendix C  
**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: \_\_\_\_\_

1) Proposer's Legal Name: \_\_\_\_\_

2) Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

\_\_\_\_\_

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

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

Does the business own or rent its facilities? \_\_\_\_\_

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: \_\_\_\_\_

6) The proposer is a (check one): \_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_  
Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes \_\_\_\_ No \_\_\_\_ If Yes, please provide details: \_\_\_\_\_

\_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_\_ No \_\_\_\_ If Yes, please provide details: \_\_\_\_\_

\_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_\_ No \_\_\_\_ If Yes, 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. \_\_\_\_\_  
\_\_\_\_\_
- 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. \_\_\_\_\_  
\_\_\_\_\_
- 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 charge. \_\_\_\_\_  
\_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_ No \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_  
\_\_\_\_\_
- 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 conviction \_\_\_\_\_  
\_\_\_\_\_
- 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 conviction. \_\_\_\_\_  
\_\_\_\_\_

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 occurrence. \_\_\_\_\_  
\_\_\_\_\_

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 instance. \_\_\_\_\_  
\_\_\_\_\_

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. \_\_\_\_\_  
\_\_\_\_\_

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.  
\_\_\_\_\_  
\_\_\_\_\_

(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.  
\_\_\_\_\_  
\_\_\_\_\_

(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.  
\_\_\_\_\_  
\_\_\_\_\_

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.  
\_\_\_\_\_  
\_\_\_\_\_

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

- 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 \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

## 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.

I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this            day of            20

Notary Public

Name of submitting business: \_\_\_\_\_

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

---

Print name

Signature \_\_\_\_\_

Signature

---

Title

Title

\_\_\_\_\_ / \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX D**  
**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 \_\_\_\_\_  
Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details. \_\_\_\_\_
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details. \_\_\_\_\_
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO \_\_\_\_; If Yes, provide details. \_\_\_\_\_

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

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such conviction.

- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such year.

**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.

I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this      day of                      20\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of submitting business

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**APPENDIX E**  
**STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS**

**1. 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).

**2. 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.

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being 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 shall be used and disclosed solely for the purpose of performance and administration of the contract 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.

#### **4. 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.

#### **5. Indemnification; Defense; Cooperation.**

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and 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 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 in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

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

## **6. Insurance.**

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per 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, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability 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 or authorized to do business in New York State and acceptable to the County; and (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 County Attorney's Office. 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 County Attorney's Office of the same and deliver to the County Attorney's Office 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 any action, 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.

## **7. 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.

## **8. 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.

**9. 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.

**10. 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 federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, 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.

**11. 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.

**12. 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.

**13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction**.

(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) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

**14. Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge of Five Hundred and thirty Three Dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

**15. 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 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.

## 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.

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ 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 by the Proposer/Bidder, describe below:

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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 Proposer/Bidder 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:

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5. Proposer/Bidder 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.

\_\_\_\_\_  
Dated  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
**Notary Public**

## APPENDIX F

### COUNTY OF NASSAU

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

1. Name of the Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business:   \_\_\_Public Corp   \_\_\_Partnership   \_\_\_Joint Venture  
                          \_\_\_Ltd. Liability Co   \_\_\_Closely Held Corp   \_\_\_\_\_Other (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):

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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.

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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.

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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.

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

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

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

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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.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

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

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

**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.

## **APPENDIX G**

Effective April 1, 2016 the following Lobbyist Registration and Disclosure Form shall, where applicable, be fully executed and filed with the County Attorney and Clerk of the Legislature of Nassau County:



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

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

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

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

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

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

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

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

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

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

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

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether

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

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



## Nassau County Interim Finance Authority

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

**1. Vendor: Insum Solutions Corp.**

**2. Amount requiring NIFA approval: \$4,000,000.00**

**Amount to be encumbered: \$500,000.00**

Slip Type: New

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

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

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

**3. Contract Term: to Upon Execution Date for Two Years**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

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

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include but are not limited to, assisting with upgrades of Apex as needed, and when determined to be beneficial, Training current staff in Apex 20.2, Assisting with enhancements and upgrades of existing APEX applications, Assisting with building APEX applications for county departments upon request, and LDAP integration. There are approximately 150 Apex applications in use in several NC departments. The applications designed under the Oracle APEX product have benefited the county by making processes more efficient, reducing paperwork, eliminating human error, and providing audit trails of activity.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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## AUTHORIZATION

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

IQURESHI

06/29/2023

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**Authenticated User**

**Date**

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## 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.

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

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

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**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

Elaine Phillips  
Comptroller



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

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

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

CONTRACTOR NAME: INSUM

CONTRACTOR ADDRESS: 46 Beekman Street, Plattsburgh, NY 12901

FEDERAL TAX ID #: 42-1776423

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

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

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

The Contract was entered into after a written request for proposals was issued on February 17, 2023 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on March 10, 2023 [date]. Two [state #] proposals were received and evaluated. The evaluation committee consisted of: the following four people: Rosemarie Torla, (Proj. Manager), Michael Kessler (Proj. Manager) Mairén Medina-Torres (Deputy Commissioner of IT), Stacie Schuman (Programmer, Manager of APEX Development Team)

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

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

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Nancy Stanton  
Department Head Signature

5/9/23  
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?

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

Dated: 03/09/2023 08:51:38 am

Vendor: Insum Solutions Corp

Title: Vice President and Senior VP, Administration



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None. Not registered as a lobbyist.

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

None. Not registered as a lobbyist.

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

None. Not registered as a lobbyist.

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

None. Not registered as a lobbyist.

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

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

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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

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

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

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

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

Dated: 03/09/2023 08:54:51 am

Vendor: Insum Solutions Corp

Title: Vice President and Senior VP,  
Administration

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

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

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

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

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

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other) <input checked="" type="checkbox"/>	Director - start date: November 15, 2021		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Mikael THEPAUT , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

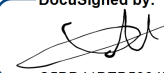
**CERTIFICATION**

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

Insum Solutions Corp.

Name of submitting business

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

DocuSigned by:  
  
C5BD41BEB5994B8...

Director

Title

03-Mar-23 | 08:01 PST

Date

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Nathalie Stern  
 Date of birth: 16 janvier 1970  
 Home address: 300 N End Avenue apt 14c  
 City: New York State/Province/Territory: NY Zip/Postal Code: 10282  
 Country: USA
- Business Address: 27 E 28th Street  
 City: New York State/Province/Territory: NY Zip/Postal Code: 10016  
 Country: USA  
 Telephone: 516-468-9611
- Other present address(es):  
 City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

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

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Talan LLC

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

Insum Solutions Corp

Name of submitting business

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

Nathalie Stern

DocuSigned by:

*Nathalie Stern*

232FFAE310F6459...

Managing Director - Talan LLC

Title

March 8, 2023

Date

**Certificat de réalisation**

Identifiant d'enveloppe: 820CCB47432145BBBE70D82C8F379996

État: Complétée

Objet: Complétez avec DocuSign : Nassau\_Principal\_Questionnaire\_Form\_Template\_2022-05\_NS not signed\_v2.pdf

Enveloppe source:

Nombre de pages du document: 5

Signatures: 1

Émetteur de l'enveloppe:

Nombre de pages du certificat: 4

Paraphe: 0

Charles Brochu

Signature dirigée: Activé

388 rue Saint-Jacques

Horodatage de l'enveloppe: Activé

Suite 100

Fuseau horaire: (UTC-05:00) Heure normale de l'Est (États-Unis et Canada)

Montreal, QC H2Y 1S1

cbrochu@insum.ca

Adresse IP: 45.61.4.194

**Suivi du dossier**

État: Original

Titulaire: Charles Brochu

Emplacement: DocuSign

08/03/2023 17:52:08

cbrochu@insum.ca

**Événements de signataire****Signature****Horodatage**

Nathalie Stern

nathalie.stern@talan.com

Niveau de sécurité: E-mail, Authentification de compte (aucune)

DocuSigned by:



232FFAE310F6459...

Envoyée: 08/03/2023 17:57:22

Consultée: 08/03/2023 17:58:07

Signée: 08/03/2023 17:58:23

Sélection d'une signature : Style présélectionné

En utilisant l'adresse IP: 68.132.222.196

**Divulgate relative aux Signatures et aux Dossiers électroniques:**

Accepté: 08/03/2023 17:58:07

ID: 2bf375f0-e4f2-4c29-8e74-a31371a95a44

**Événements de signataire en personne Signature****Horodatage****Événements de livraison à l'éditeur****État****Horodatage****Événements de livraison à l'agent****État****Horodatage****Événements de livraison intermédiaire État****Horodatage****Événements de livraison certifiée****État****Horodatage****Événements de copie carbone****État****Horodatage****Événements de témoins****Signature****Horodatage****Événements notariaux****Signature****Horodatage****Récapitulatif des événements de l'enveloppe****État****Horodatages**

Enveloppe envoyée

Haché/crypté

08/03/2023 17:57:22

Livraison certifiée

Sécurité vérifiée

08/03/2023 17:58:07

Signature complétée

Sécurité vérifiée

08/03/2023 17:58:23

Complétée

Sécurité vérifiée

08/03/2023 17:58:23

**Événements de paiement****État****Horodatages****Divulgate relative aux Signatures et aux Dossiers électroniques**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Insum Solutions Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Insum Solutions Inc:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mcadoret@insum.ca](mailto:mcadoret@insum.ca)

### **To advise Insum Solutions Inc of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mcadoret@insum.ca](mailto:mcadoret@insum.ca) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Insum Solutions Inc**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mcadoret@insum.ca](mailto:mcadoret@insum.ca) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Insum Solutions Inc**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mcadoret@insum.ca](mailto:mcadoret@insum.ca) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Insum Solutions Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Insum Solutions Inc during the course of your relationship with Insum Solutions 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: Mehdi HOUAS  
 Date of birth: 09/11/1959  
 Home address: 13 avenue de la Bourdonnais  
 City: Paris State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: 75007  
 Country: France

Business Address: 14-20 rue Pergolèse  
 City: Paris State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: 75116  
 Country: France  
 Telephone: +33 1 42 97 96 96

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other) <input checked="" type="checkbox"/>	Director - start date: November 15, 2021		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Talan Holding, Talan Corporate, Talan SAS, Talan Consulting, Keyon by Talan, Talan Labs, Talan Solutions, Talan Consulting UK, Business Data Partners Holding, Business Data Partners Ltd, Talan SA, Talan Tunisie Consulting, Talan Canada Inc, Talan Conseils Canada, Talan LLC, Insum Solutions Corp, Insum Solutions Inc, MFBH

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Mehdi HOUAS , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

**CERTIFICATION**

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

Insum Solutions Corp.

Name of submitting business

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

DocuSigned by:  
*Mehdi Houas*  
E737260F548D45E...

Director

Title

01-mars-23 | 06:04 PST

Date

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

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

Business Address: 14-20 rue Pergolèse  
 City: Paris State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: 75116  
 Country: France  
 Telephone: +33 1 42 97 96 96

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other) <input checked="" type="checkbox"/>	Director - start date: November 15, 2021		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Talan Holding, Talan Corporate, Talan SAS, Talan Consulting, Keyon by Talan, Talan Labs, Talan Solutions, Dantes Consulting, Talan Consulting UK, Business Data Partners Holding, Business Data Partners Ltd, Talan SA, Talan Tunisie Consulting, Talan Canada Inc, Talan Conseils Canada, Talan LLC, Insum Solutions Corp, Insum Solutions Inc, PCA Conseil

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Philippe CASSOULAT , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

**CERTIFICATION**

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Insum Solutions Corp.

Name of submitting business

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

DocuSigned by:  
*Philippe Cassoulat*  
521DCCF7BE42494...

Director

Title

02-mars-23 | 01:02 PST

Date

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Christopher Jackson  
 Date of birth: 05/29/1970  
 Home address: 2273 Brewster St.  
 City: Saint Paul State/Province/Territory: MN Zip/Postal Code: 55108  
 Country: USA

Business Address: 46 Beekman St.  
 City: Plattsburgh State/Province/Territory: NY Zip/Postal Code: 12901  
 Country: USA  
 Telephone: 651-343-9037

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	Senior Director - Sales and Business Development - 05-03-2021		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Christopher Jackson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

**CERTIFICATION**

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Insum Solutions Corp  
Name of submitting business

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

DocuSigned by:  
Christopher Jackson  
E9DA510B13E3458

Senior Director - Sales and Business Development  
Title

03-08-2023  
Date

**Certificat de réalisation**

Identifiant d'enveloppe: 91FF44DC029C478EBCF2D50B2B6207FF

État: Complétée

Objet: Complétez avec DocuSign : Nassau\_Principal Questionnaire Form\_CJ\_2023-03\_not signed.pdf

Enveloppe source:

Nombre de pages du document: 5

Signatures: 1

Émetteur de l'enveloppe:

Nombre de pages du certificat: 1

Paraphe: 0

Charles Brochu

Signature dirigée: Activé

388 rue Saint-Jacques

Horodatage de l'enveloppe: Activé

Suite 100

Fuseau horaire: (UTC-05:00) Heure normale de l'Est (États-Unis et Canada)

Montreal, QC H2Y 1S1

cbrochu@insum.ca

Adresse IP: 70.80.228.107

**Suivi du dossier**

État: Original

Titulaire: Charles Brochu

Emplacement: DocuSign

09/03/2023 10:51:04

cbrochu@insum.ca

**Événements de signataire****Signature****Horodatage**

Christopher Jackson

cjackson@insum.ca

Senior Director - Business Development

Insum

Niveau de sécurité: E-mail, Authentification de compte (aucune)

DocuSigned by:



F9DA510B13E3456...

Sélection d'une signature : Style présélectionné

En utilisant l'adresse IP: 73.65.99.203

Envoyée: 09/03/2023 10:52:14

Consultée: 09/03/2023 10:52:55

Signée: 09/03/2023 10:54:05

**Divulgate relative aux Signatures et aux Dossiers électroniques:**

Non offert par DocuSign

**Événements de signataire en personne Signature****Horodatage****Événements de livraison à l'éditeur****État****Horodatage****Événements de livraison à l'agent****État****Horodatage****Événements de livraison intermédiaire État****Horodatage****Événements de livraison certifiée****État****Horodatage****Événements de copie carbone****État****Horodatage****Événements de témoins****Signature****Horodatage****Événements notariaux****Signature****Horodatage****Récapitulatif des événements de l'enveloppe****État****Horodatages**

Enveloppe envoyée

Haché/crypté

09/03/2023 10:52:15

Livraison certifiée

Sécurité vérifiée

09/03/2023 10:52:55

Signature complétée

Sécurité vérifiée

09/03/2023 10:54:05

Complétée

Sécurité vérifiée

09/03/2023 10:54:05

**Événements de paiement****État****Horodatages**

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Michelle Skamene  
 Date of birth: 07/31/1970  
 Home address: 2230 chemin des Iroquois  
 City: Ville Mont-Royal State/Province/Territory: QC Zip/Postal Code: H3 2S5  
 Country: CANADA

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

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	Senior VP - 05/03/2021		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Laureston Solutions Inc. Cachelles Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Michelle Skamene , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

**CERTIFICATION**

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Insum Solutions Corp  
Name of submitting business

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

DocuSigned by:  
Michelle Skamene  
199144B83165418...

Senior VP  
Title

03-08-2023  
Date

**Certificat de réalisation**

Identifiant d'enveloppe: A3A1DF55FB5B4E82A33FA889DE76A633

État: Complétée

Objet: Complétez avec DocuSign : Nassau\_Principal Questionnaire Form\_MSk\_2023-03\_not signed.pdf

Enveloppe source:

Nombre de pages du document: 5

Signatures: 1

Émetteur de l'enveloppe:

Nombre de pages du certificat: 4

Paraphe: 0

Charles Brochu

Signature dirigée: Activé

388 rue Saint-Jacques

Horodatage de l'enveloppe: Activé

Suite 100

Fuseau horaire: (UTC-05:00) Heure normale de l'Est (États-Unis et Canada)

Montreal, QC H2Y 1S1

cbrochu@insum.ca

Adresse IP: 70.80.228.107

**Suivi du dossier**

État: Original

Titulaire: Charles Brochu

Emplacement: DocuSign

09/03/2023 10:53:42

cbrochu@insum.ca

**Événements de signataire****Signature****Horodatage**

Michelle Skamene

Mskamene@insum.ca

Niveau de sécurité: E-mail, Authentification de compte (aucune)

DocuSigned by:



199144B83165418...

Envoyée: 09/03/2023 10:54:42

Consultée: 09/03/2023 11:10:21

Signée: 09/03/2023 11:10:30

Sélection d'une signature : Style présélectionné

En utilisant l'adresse IP: 173.178.80.75

**Divulgate relative aux Signatures et aux Dossiers électroniques:**

Accepté: 09/03/2023 11:10:21

ID: a9b7bce9-c698-4d12-bea9-9ffc5b0ac428

**Événements de signataire en personne Signature****Horodatage****Événements de livraison à l'éditeur****État****Horodatage****Événements de livraison à l'agent****État****Horodatage****Événements de livraison intermédiaire État****Horodatage****Événements de livraison certifiée****État****Horodatage****Événements de copie carbone****État****Horodatage****Événements de témoins****Signature****Horodatage****Événements notariaux****Signature****Horodatage****Récapitulatif des événements de l'enveloppe****État****Horodatages**

Enveloppe envoyée

Haché/crypté

09/03/2023 10:54:42

Livraison certifiée

Sécurité vérifiée

09/03/2023 11:10:21

Signature complétée

Sécurité vérifiée

09/03/2023 11:10:30

Complétée

Sécurité vérifiée

09/03/2023 11:10:30

**Événements de paiement****État****Horodatages****Divulgate relative aux Signatures et aux Dossiers électroniques**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Insum Solutions Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Insum Solutions Inc:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mcadoret@insum.ca](mailto:mcadoret@insum.ca)

### **To advise Insum Solutions Inc of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mcadoret@insum.ca](mailto:mcadoret@insum.ca) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Insum Solutions Inc**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mcadoret@insum.ca](mailto:mcadoret@insum.ca) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Insum Solutions Inc**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mcadoret@insum.ca](mailto:mcadoret@insum.ca) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Insum Solutions Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Insum Solutions Inc during the course of your relationship with Insum Solutions 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: Francis Mignault  
 Date of birth: 09/15/1967  
 Home address: 42 Birch  
 City: Gore State/Province/Territory: QC Zip/Postal Code: J0V 1K0  
 Country: CANADA

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

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

List of other addresses and telephone numbers attached

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

President	<u>07/31/2022</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>07/31/2022</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Insum Solutions Inc. 9563857 Canada Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Francis Mignault , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

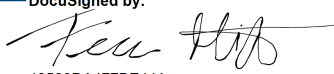
I, Francis Mignault , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring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

**CERTIFICATION**

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

Insum Solutions Corp  
Name of submitting business

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

DocuSigned by:  
  
48529DA477BE44A...

President and CEO  
Title

03-08-2023  
Date

**Certificat de réalisation**

Identifiant d'enveloppe: BB5EC86556F24B77A6857A32298485D9

État: Complétée

Objet: Complétez avec DocuSign : Nassau\_Principal Questionnaire Form\_FM\_2023-03\_not signed.pdf

Enveloppe source:

Nombre de pages du document: 5

Signatures: 1

Émetteur de l'enveloppe:

Nombre de pages du certificat: 1

Paraphe: 0

Charles Brochu

Signature dirigée: Activé

388 rue Saint-Jacques

Horodatage de l'enveloppe: Activé

Suite 100

Fuseau horaire: (UTC-05:00) Heure normale de l'Est (États-Unis et Canada)

Montreal, QC H2Y 1S1

cbrochu@insum.ca

Adresse IP: 70.80.228.107

**Suivi du dossier**

État: Original

Titulaire: Charles Brochu

Emplacement: DocuSign

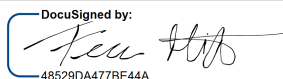
09/03/2023 10:52:35

cbrochu@insum.ca

**Événements de signataire****Signature****Horodatage**

Francis Mignault

DocuSigned by:



48529DA477BE44A...

Envoyée: 09/03/2023 10:53:30

fmignault@insum.ca

Consultée: 09/03/2023 11:14:24

Directeur Général

Signée: 09/03/2023 11:16:01

Insum Solutions Inc

Niveau de sécurité: E-mail, Authentification de compte (aucune)

Sélection d'une signature : Écrit sur un appareil

En utilisant l'adresse IP: 67.69.76.123

Signé à l'aide d'un périphérique mobile

**Divulgate relative aux Signatures et aux Dossiers électroniques:**

Non offert par DocuSign

**Événements de signataire en personne Signature****Horodatage****Événements de livraison à l'éditeur****État****Horodatage****Événements de livraison à l'agent****État****Horodatage****Événements de livraison intermédiaire État****Horodatage****Événements de livraison certifiée****État****Horodatage****Événements de copie carbone****État****Horodatage****Événements de témoins****Signature****Horodatage****Événements notariaux****Signature****Horodatage****Récapitulatif des événements de l'enveloppe****État****Horodatages**

Enveloppe envoyée

Haché/crypté

09/03/2023 10:53:31

Livraison certifiée

Sécurité vérifiée

09/03/2023 11:14:24

Signature complétée

Sécurité vérifiée

09/03/2023 11:16:01

Complétée

Sécurité vérifiée

09/03/2023 11:16:01

**Événements de paiement****État****Horodatages**

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

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

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

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>11/15/2021</u>		
(Other)	<u>Senior VP, Administration - 05/03/2021</u>		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Insum Solutions Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Charles Brochu , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.


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

**CERTIFICATION**

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

Insum Solutions Corp  
Name of submitting business

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

DocuSigned by:  
  
523E2970B23A41E...

Senior VP, Administration  
Title

03-08-2023

Date

**Certificat de réalisation**

Identifiant d'enveloppe: E36CC5A3062B4EB6B673FA3BFA9A7EAE

État: Complétée

Objet: Complétez avec DocuSign : Nassau\_Principal Questionnaire Form\_CB\_2023-03\_not signed.pdf

Enveloppe source:

Nombre de pages du document: 5

Signatures: 1

Émetteur de l'enveloppe:

Nombre de pages du certificat: 1

Paraphe: 0

Charles Brochu

Signature dirigée: Activé

388 rue Saint-Jacques

Horodatage de l'enveloppe: Activé

Suite 100

Fuseau horaire: (UTC-05:00) Heure normale de l'Est (États-Unis et Canada)

Montreal, QC H2Y 1S1

cbrochu@insum.ca

Adresse IP: 45.61.4.194

**Suivi du dossier**

État: Original

Titulaire: Charles Brochu

Emplacement: DocuSign

08/03/2023 18:58:15

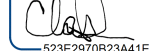
cbrochu@insum.ca

**Événements de signataire****Signature****Horodatage**

Charles Brochu

DocuSigned by:

cbrochu@insum.ca

523E2970B23A41E...

Envoyée: 08/03/2023 18:58:58

Consultée: 08/03/2023 18:59:35

VP Exécutif, Administration

Signée: 08/03/2023 18:59:50

Insum

Niveau de sécurité: E-mail, Authentification de compte (aucune)

Sélection d'une signature : Écrit sur un appareil

En utilisant l'adresse IP: 45.61.4.194

**Divulgate relative aux Signatures et aux Dossiers électroniques:**

Non offert par DocuSign

**Événements de signataire en personne Signature****Horodatage****Événements de livraison à l'éditeur****État****Horodatage****Événements de livraison à l'agent****État****Horodatage****Événements de livraison intermédiaire État****Horodatage****Événements de livraison certifiée****État****Horodatage****Événements de copie carbone****État****Horodatage****Événements de témoins****Signature****Horodatage****Événements notariaux****Signature****Horodatage****Récapitulatif des événements de l'enveloppe****État****Horodatages**

Enveloppe envoyée

Haché/crypté

08/03/2023 18:58:58

Livraison certifiée

Sécurité vérifiée

08/03/2023 18:59:35

Signature complétée

Sécurité vérifiée

08/03/2023 18:59:50

Complétée

Sécurité vérifiée

08/03/2023 18:59:50

**Événements de paiement****État****Horodatages**

## Certificat de réalisation

Identifiant d'enveloppe: 1D2CEB84DA074ED19CFFDE39BD8FD916

État: Complétée

Objet: Complétez avec DocuSign : Nassau\_Principal Questionnaire Form\_Template\_2022-05 JB.pdf, Nassau\_P...

Enveloppe source:

Nombre de pages du document: 20

Signatures: 4

Émetteur de l'enveloppe:

Nombre de pages du certificat: 8

Paraphe: 0

Rose McDonnell

Signature dirigée: Activé

21, rue Dumont d'Urville

Horodatage de l'enveloppe: Activé

PARIS, ILE-DE-FRANCE 75016

Fuseau horaire: (UTC+01:00) Bruxelles, Copenhague, Madrid, Paris

rose.mcdonnell@talan.com

Adresse IP: 217.108.117.161

## Suivi du dossier

État: Original

Titulaire: Rose McDonnell

Emplacement: DocuSign

01/03/2023 14:50:26

rose.mcdonnell@talan.com

## Événements de signataire

JEROEN BENT

jeroen.bent@pasapas.com

Président

Niveau de sécurité: E-mail, Authentification de compte (facultative)

## Signature

DocuSigned by:

JEROEN BENT

319FB243872D40A...

## Horodatage

Envoyée: 01/03/2023 14:56:29

Renvoyé: 02/03/2023 09:10:35

Consultée: 02/03/2023 09:22:34

Signée: 02/03/2023 09:23:11

Sélection d'une signature : Style présélectionné

En utilisant l'adresse IP: 90.90.91.72

Signé à l'aide d'un périphérique mobile

## Divulgaration relative aux Signatures et aux Dossiers électroniques:

Accepté: 06/12/2022 17:09:00

ID: e514221e-069b-4815-993e-d7d6ccbed4b8

Mehdi Houas

mehdi.houas@talan.com

Président

Talan

Niveau de sécurité: E-mail, Authentification de compte (facultative)

DocuSigned by:

Mehdi Houas

E737280F548D45E...

Envoyée: 01/03/2023 14:56:29

Consultée: 01/03/2023 15:04:30

Signée: 01/03/2023 15:04:33

Sélection d'une signature : Style présélectionné

En utilisant l'adresse IP: 217.108.117.161

## Divulgaration relative aux Signatures et aux Dossiers électroniques:

Accepté: 28/07/2022 15:10:42

ID: ffb042a-b91b-42bf-a7e5-6c4e86d718b7

Mikael Thépaut

mikael.thepaut@talan.com

CEO

Niveau de sécurité: E-mail, Authentification de compte (facultative)

DocuSigned by:

Mikael Thépaut

C5BD41BEB5994B8...

Envoyée: 01/03/2023 14:56:32

Renvoyé: 02/03/2023 09:10:35

Renvoyé: 02/03/2023 15:29:12

Renvoyé: 03/03/2023 10:24:03

Renvoyé: 03/03/2023 14:12:27

Consultée: 03/03/2023 16:59:21

Signée: 03/03/2023 17:01:01

Sélection d'une signature : Écrit sur un appareil

En utilisant l'adresse IP: 82.132.244.250

Signé à l'aide d'un périphérique mobile

## Divulgaration relative aux Signatures et aux Dossiers électroniques:

Accepté: 03/03/2023 10:38:43

ID: fde48c7b-5993-4a94-98d9-80510c85e102

Philippe Cassoulat

philippe.cassoulat@talan.com

Directeur Général

Ai3

Niveau de sécurité: E-mail, Authentification de compte (facultative)

DocuSigned by:

Philippe Cassoulat

521DCCF7BE42494...

Envoyée: 01/03/2023 14:56:31

Renvoyé: 02/03/2023 09:10:36

Consultée: 02/03/2023 10:02:39

Signée: 02/03/2023 10:02:45

Sélection d'une signature : Style présélectionné

En utilisant l'adresse IP: 217.108.117.161

Événements de signataire	Signature	Horodatage
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Divulgateion relative aux Signatures et aux Dossiers électroniques:

Accepté: 02/03/2023 10:02:39  
ID: 5fef4032-6aa8-4e76-ae1c-0c2bbf3ccc3c

Événements de signataire en personne	Signature	Horodatage
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Événements de livraison à l'éditeur	État	Horodatage
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Événements de livraison à l'agent	État	Horodatage
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Événements de livraison intermédiaire	État	Horodatage
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Événements de livraison certifiée	État	Horodatage
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Événements de copie carbone	État	Horodatage
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Événements de témoins	Signature	Horodatage
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Événements notariaux	Signature	Horodatage
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Récapitulatif des événements de l'enveloppe	État	Horodatages
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Enveloppe envoyée	Haché/crypté	01/03/2023 14:56:33
Livraison certifiée	Sécurité vérifiée	02/03/2023 10:02:39
Signature complétée	Sécurité vérifiée	02/03/2023 10:02:45
Complétée	Sécurité vérifiée	03/03/2023 17:01:01

Événements de paiement	État	Horodatages
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Divulgateion relative aux Signatures et aux Dossiers électroniques
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### **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: 02/23/2023

1) Proposer's Legal Name: Insum Solutions Corp

2) Address of Place of Business: 46 Beekman Street

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

Country: US

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

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

Country: US

Phone: (866) 887-1670

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

--

4) Dun and Bradstreet number: 241013098

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

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

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

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

--

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☒ NO ☐ If yes, please provide details:

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

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

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

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

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

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

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

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

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

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

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

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

YES ☒ NO ☐

Is the proposer an individual?

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

- i) Date of formation;

08/01/2013

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

100% of shares owned by:

Talan LLC  
27 E 28th Street  
New York NY 10016

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

Insum Solutions Corp.

Mikael Thepaut - Director

Address: 6 Mandeville Place London W1U2BQ United Kingdom

Mehdi Houas - Director

Address: 13 avenue de la Bourdonnais Paris 75007 France

Philippe Cassoulat - Director

Address: 41 avenue de la Bourdonnais Paris 75007 France

Jeroen Bent - CEO Americas and M&A

Address: 71 Boulevard Bourdon Neuilly-sur-Seine 92200 France

Nathalie Stern - General Director Talan LLC

Address: 300 N End Avenue Apt 14c New York NY 10282

Christophe Castellani - Vice-President

Address: 644 avenue Grosvenor Westmount H3Y 2S8 QC Canada

Francis Mignault - President and CEO

Address: 42 Birch, Gore, J0V 1K0 QC Canada

Charles Brochu - Senior VP, Administration

Address: 62 Ave. Beloeil Montreal H2V 2Z2 QC Canada

Michelle Skamene - Senior VP

Address: 2230 Chemin Iroquois, Mont Royal, H3P2S5 QC Canada

Christopher Jackson - Sr Director Sales and Business Development  
Address: 2273 Brewster St. Minneapolis MN 55108

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

36

vi) Annual revenue of firm;

9300000

vii) Summary of relevant accomplishments

- a. Founded in 2002 as an organization dedicated to Oracle business solutions
- b. More than 100 employees located in Canada, the United States of America and Peru.
- c. More than 18 years of experience in Oracle APEX projects
- d. Largest consulting firm in Oracle APEX in North America
- e. Excellence Center dedicated to APEX, with a strong commitment to APEX innovation
- f. More than 750 projects completed for North American and worldwide clients.
- g. ISO9001 certified

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

3 File(s) uploaded: 1.2.5.10\_New York\_Withholding Tax\_2016-04.pdf, 1.2.5.19\_Certificate NY.pdf, 1.2.5.9\_New York\_Business Registration Filing\_2016-06.pdf

B. Indicate number of years in business.

10

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

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

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

Company	Ohio Technology Consortium		
Contact Person	Jeff Smith Director, Shared Infrastructure		
Address	1224 Kineear Road		
City	Columbus	State/Province/Territory	OH
Country	US		
Telephone	(614) 292-8106		
Fax #			
E-Mail Address	jsmith@oh-tech.org		

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

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

I, Charles Brochu , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

#### **CERTIFICATION**

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

Name of submitting business: Insum Solutions Corp.

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

Vice President and Senior VP, Administration

Title

03/09/2023

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Insum Solutions Corp.

Address: 46 Beekman St.

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

Country: US

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

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

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

1 File(s) uploaded: Q4 - Vendor Disclosure Form\_2023\_Final.pdf

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

If none, explain.

100% of shares owned by:  
Talan LLC  
27 E 28th Street  
New York NY 10016

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

Talan LLC - Parent Company  
Insum Solutions Inc. - Sister Corporation

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

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

No lobbyist

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

No lobbyist. Not applicable.

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

No lobbyist. Not applicable.

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

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

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

Dated: 03/09/2023 12:26:09 pm

Title: Vice President and Senior VP, Administration

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



# CERTIFICATE OF LIABILITY INSURANCE

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

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS				2. INSURED'S FULL NAME AND MAILING ADDRESS			
Nassau County				Insum Solutions Inc., 9563857 Canada Inc. & Insum Corp.			
1550 Franklin Avenue				388 St-Jacques, suite 100			
Mineola NY POSTAL CODE 11501				Montréal Quebec POSTAL CODE H2Y 1S1			

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)  
Center of expertise and innovation in specialized Oracle databases or APEX development tool.  
//Insurance limits shown on this certificate are in US currency// The Additional Insured clause applies to the Commercial General Liability only.

## 4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

### LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS MADE <b>OR</b> <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY  <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	Travelers Canada - TRV0369206	2023/03/31	2024/03/31	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	\$1,000	\$5,000,000
				- EACH OCCURRENCE		\$2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$2,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$2,000,000
				MEDICAL PAYMENTS		\$25,000
				TENANTS LEGAL LIABILITY	\$1,000	\$500,000
				POLLUTION LIABILITY EXTENSION		
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Travelers Canada - TRV0369206	2023/03/31	2024/03/31	NON OWNED AUTOMOBILE		\$2,000,000
<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <b>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</b>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
<b>EXCESS LIABILITY</b>  <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
				EACH OCCURRENCE		
<b>OTHER LIABILITY (SPECIFY)</b> <input checked="" type="checkbox"/> Professional Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2023/03/31	2024/03/31	AGGREGATE		
<input checked="" type="checkbox"/> Professional Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2023/03/31	2024/03/31	Annual Aggregate		\$3,000,000
<input checked="" type="checkbox"/> Professional Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2023/03/31	2024/03/31	Errors & Omissions / per claim	\$10,000	\$3,000,000
<input checked="" type="checkbox"/> Cyber Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2023/03/31	2024/03/31	Cyber Liability / per claim	\$10,000	\$3,000,000

## 5. CANCELLATION

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

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS				7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)			
Deslauriers (Laval)				Nassau County			
220-225 promenade du Centropolis				1550 Franklin Avenue			
Laval QC POSTAL CODE H7T 0B3							
BROKER CLIENT ID: 80374				Mineola NY POSTAL CODE 11501			

## 8. CERTIFICATE AUTHORIZATION

ISSUER Deslauriers (Laval)	CONTACT NUMBER(S) TYPE Téléphone NO. (450) 661-1653 x3358 TYPE Télécopieur NO. (450) 661-1432 TYPE NO. TYPE NO.
AUTHORIZED REPRESENTATIVE Isabelle Jolicoeur	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE 29 March 2023 EMAIL ADDRESS ijolicoeur@d-a.ca



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

August 2, 2022

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

## Account Information:

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



## Contact Us

### Need Help?

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

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

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

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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

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

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.



## **Insum Solutions Corp.**

FINANCIAL STATEMENTS  
JULY 31, 2022 and 2021



**INSUM SOLUTIONS CORP.**  
**FINANCIAL STATEMENTS**  
**JULY 31, 2022 and 2021**

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## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Shareholder of  
Insum Solutions Corp.  
Plattsburgh, NY 12901

Management is responsible for the accompanying financial statements of Insum Solutions Corp. (a corporation), which comprise the balance sheet as of July 31, 2022 and 2021, and the related statements of income and retained earnings and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Insum Solutions Corp.'s financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

*Davis & Hodgdon Advisors CPAs, PLLC*

Williston, Vermont  
January 16, 2023



**INSUM SOLUTIONS CORP.**

**BALANCE SHEETS**  
**July 31, 2022 and 2021**

ASSETS	<u>2022</u>	<u>2021</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 687,648	\$ 751,721
Accounts receivable, net	1,725,742	1,087,192
Loan to shareholder	--	100,000
Work in progress	57,725	4,448
Prepaid expenses	<u>24,714</u>	<u>2,814</u>
Total current assets	<u>2,495,829</u>	<u>1,946,175</u>
<b>PROPERTY AND EQUIPMENT</b>		
Property and equipment	48,167	44,822
Less accumulated depreciation	<u>(45,518)</u>	<u>(44,822)</u>
Property and equipment, net	<u>2,649</u>	<u>--</u>
<b>OTHER ASSETS</b>		
Goodwill	<u>513,577</u>	<u>513,577</u>
Total assets	<u><u>\$ 3,012,055</u></u>	<u><u>\$ 2,459,752</u></u>
<b>LIABILITIES AND SHAREHOLDER'S EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 1,611,272	\$ 629,306
Accrued compensation	503,137	489,798
Other accrued expenses	88,097	2,115
Deferred revenue	<u>48,373</u>	<u>40,575</u>
Total current liabilities	<u>2,250,879</u>	<u>1,161,794</u>
<b>NON-CURRENT LIABILITIES</b>		
Deferred tax liability	<u>70,506</u>	<u>77,120</u>
Total long-term liabilities	<u>70,506</u>	<u>77,120</u>
Total liabilities	<u>2,321,385</u>	<u>1,238,914</u>
<b>SHAREHOLDER'S EQUITY</b>		
Common stock, \$.01 par value, 5,000 shares authorized, 100 shares issued and outstanding in 2020 and 2019	1	1
Additional paid-in-capital	522,689	522,689
Retained earnings	<u>167,980</u>	<u>698,148</u>
Total shareholder's equity	<u>690,670</u>	<u>1,220,838</u>
Total liabilities and shareholder's equity	<u><u>\$ 3,012,055</u></u>	<u><u>\$ 2,459,752</u></u>

See Independent Accountants' Compilation Report.

**INSUM SOLUTIONS CORP.**

**STATEMENTS OF INCOME AND RETAINED EARNINGS**  
**For the Years Ended July 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
SALES	\$ 7,753,596	\$ 7,092,399
OPERATING EXPENSES		
Salaries and wages	3,394,029	3,166,314
Contract services	3,246,756	3,350,211
Payroll taxes	274,569	209,407
Employee benefits	224,498	210,937
Outside services	65,818	62,264
Professional fees	101,484	53,852
Insurance	6,720	22,726
Travel	61,097	21,858
Office supplies	24,253	19,729
Rent	14,502	15,858
Advertising	26,554	8,550
Depreciation	695	4,746
Utilities	9,344	2,739
Total operating expenses	<u>7,450,319</u>	<u>7,149,191</u>
Net operating income (loss)	303,277	(56,792)
OTHER INCOME		
Grant revenue	<u>--</u>	<u>225,600</u>
Net income before income taxes	303,277	168,808
Income tax expense	<u>(90,033)</u>	<u>(63,211)</u>
Net income	213,244	105,597
Retained earnings, beginning of year	698,148	592,551
Dividends	<u>(743,412)</u>	<u>--</u>
Retained earnings, end of year	<u>\$ 167,980</u>	<u>\$ 698,148</u>

See Independent Accountants' Compilation Report.

**INSUM SOLUTIONS CORP.**

**STATEMENTS OF CASH FLOWS**  
**For the Years Ended July 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 213,244	\$ 105,597
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	697	4,746
Deferred income taxes	(6,614)	55,920
PPP forgiveness	--	(225,600)
Changes in:		
Accounts receivable	(638,550)	168,791
Work in progress	(53,277)	80,343
Prepaid expenses	(21,900)	32,436
Accounts payable	981,966	(686,343)
Accrued compensation	13,339	155,668
Other accrued expenses	85,982	(2,039)
Deferred revenue	<u>7,798</u>	<u>(38,335)</u>
Net cash provided (used) by operating activities	<u>582,685</u>	<u>(348,816)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Acquisition of property and equipment	<u>(3,346)</u>	<u>(2,041)</u>
Net cash used in investing activities	<u>(3,346)</u>	<u>(2,041)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net dividends paid	<u>(643,412)</u>	<u>--</u>
Net cash provided by financing activities	<u>(643,412)</u>	<u>--</u>
Net change in cash	(64,073)	(350,857)
<b>Cash</b>		
Beginning of year	<u>751,721</u>	<u>1,102,578</u>
End of year	<u>\$ 687,648</u>	<u>\$ 751,721</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash paid during the year for:		
Dividends	\$ (743,412)	\$ --
Shareholder loan	<u>100,000</u>	<u>--</u>
Net dividends paid	<u>\$ (643,412)</u>	<u>\$ --</u>
Income Taxes	<u>\$ 12,667</u>	<u>\$ 441</u>

See Independent Accountants' Compilation Report.

**INSUM SOLUTIONS CORP.**

**SELECTED INFORMATION – Substantially All Disclosures Required by Accounting Principles  
Generally Accepted in the United States of America Are Not Included  
July 31, 2022 and 2021**

**Note 1. Nature of Business**

Insum Solutions Corp. (the Company) is a Delaware corporation, which was formed on July 26, 2013. The Company is a center of expertise and innovation specialized in Oracle databases and the APEX development tool. Along with their Canadian parent entity, they are North America's largest Oracle APEX consultation and development firm.

For additional information, refer to the Company's website at [www.insum.ca](http://www.insum.ca).

## Consultant's, Contractor's and Vendor's Disclosure Forms

### Question 4

**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**

Mikael Thepaut - Director

Address: 6 Mandeville Place London W1U2BQ United Kingdom

Mehdi Houas - Director

Address: 13 avenue de la Bourdonnais Paris 75007 France

Philippe Cassoulat - Director

Address: 41 avenue de la Bourdonnais Paris 75007 France

Jeroen Bent – CEO Americas and M&A

Address: 71 boulevard Bourdon Neuilly-sur-Seine 92200 France

Christophe Castellani - Vice-President

Address: 644 avenue Grosvenor Westmount H3Y 2S8 QC Canada

Nathalie Stern – Managing Director Talan LLC

Address: 300 N End Avenue Apt 14c New York NY 10282 USA

Francis Mignault - President and CEO

Address: 42 Birch, Gore, J0V 1K0 QC Canada

Charles Brochu - Senior VP, Administration

Address: 62 Ave. Beloeil Montreal H2V 2Z2 QC Canada

Michelle Skamene - Senior VP

Address: 2230 Chemin Iroquois, Mont Royal, H3P2S5 QC Canada

Christopher Jackson – Senior Director, Sales and Business Development

Address: 2273 Brewster Street Minneapolis MN 55108

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Charles Brochu state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Insum Solutions Corp

Vendor's Address: 46 Beekman Street Plattsburgh NY US 12901

Vendor's EIN or TIN: 42-1776423

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/09/2023 08:51:38 am

Lobbyist Registration and Disclosure Form: 03/09/2023 08:54:51 am

Business History Form certified: 03/09/2023 09:42:02 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/09/2023 12:26:09 pm

## Department of State

### Existing Corporations and Businesses ►

#### *Corporation & Business Entity Database Search*

Selected Entity Name: INSUM SOLUTIONS CORP.

Selected Entity Status Information

**Current Entity Name:** INSUM SOLUTIONS CORP.

**DOS ID #:** 4957476

**Initial DOS Filing Date:** JUNE 03, 2016

**County:** CLINTON

**Jurisdiction:** DELAWARE

**Entity Type:** FOREIGN BUSINESS CORPORATION

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

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

**Registered Agent**

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is

not recorded and only available by [viewing the certificate.](#)

### \*Stock Information

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

\*Stock information is applicable to domestic business corporations.

### Name History

Filing Date	Name Type	Entity Name
JUN 03, 2016	Actual	INSUM SOLUTIONS CORP.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

**Department of State**

[Accessibility](#)

[Contact](#)

[Disclaimer](#)

[Language Access](#)

[Privacy Policy](#)





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

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

Date: 2/4/2016

**Account Verification Notice: New York State Withholding Tax**

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

Dear Employer:

A New York State withholding tax account for the above-named entity has been opened  
(or reactivated) with identification number 421776423 8.

If corrections are necessary, return this form as soon as possible to: NYS TAX DEPARTMENT  
WT ACCOUNT RESOLUTION UNIT  
W A HARRIMAN CAMPUS  
ALBANY NY 12227

**Changes in account information**

Identification number

Mailing address

Physical address

Paid preparer address

c/o:

Contact person: \_\_\_\_\_ Daytime phone: (\_\_\_\_\_) \_\_\_\_\_

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

**Need help?**



Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)

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



**Telephone assistance**

**Withholding Tax** Information Center: (518) 485-6654

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



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



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

FILING RECEIPT

=====

ENTITY NAME: INSUM SOLUTIONS CORP.

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOREIGN BUS)

COUNTY: CLIN

=====

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

FILER:

EXIST DATE

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-----

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

06/03/2016

ADDRESS FOR PROCESS:

-----

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

PO BOX 1307

REGISTERED AGENT:

-----



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

=====

SERVICE COMPANY: \*\* NO SERVICE COMPANY \*\*

SERVICE CODE: 00

FEES            260.00  
-----  
FILING          225.00  
TAX            0.00  
CERT           0.00  
COPIES          10.00  
HANDLING       25.00

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

=====

DOS-1025 (04/2007)

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

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



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

A handwritten signature in cursive script that reads "Anthony Giardina".

Anthony Giardina  
Executive Deputy Secretary of State

160603000471

New York State Department of State

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

**APPLICATION FOR AUTHORITY  
OF**

Insum Solutions Corp.

**Under Section 1304 of the Business Corporation Law**

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

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

**THIRD:** This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.


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

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

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

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

INSUM SOLUTIONS CORP.



By: \_\_\_\_\_  
Michel St-Amour, President

160603000471

# Delaware

The First State

Page 1

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

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

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



5374311 8300

SR# 20164271955

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

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

Authentication: 202423499

Date: 06-02-16

471

**APPLICATION FOR AUTHORITY  
OF**

Insum Solutions Corp.

**Under Section 1304 of the Business Corporation Law**

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

6732710\_1:11285-00017

2016 JUN -3 PM 2:50

FILED

1CC  
STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED JUN 03 2016

TAXS \_\_\_\_\_

BY: pc

RECEIVED

2016 JUN -3 PM 12:08

492

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

---

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

**160603000471**