



Certified: --

**E-144-23**

FILED WITH THE NASSAU COUNTY CLERK  
OF THE LEGISLATURE NOVEMBER 17, 2023  
3:23PM

**NIFS ID: CLPD23000006**

Capital:

Contract ID #: CQPD20000002

NIFS Entry Date: 08/17/2023

**Department: Police Dept.**

Service: Information Technology Services

Term: from 01/14/2024 to 01/14/2026

Contract Delayed:

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

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

<b>Vendor/Municipality Info:</b>	
Name: <b>Marcum Technology LLC</b>	ID#: <b>300011802</b>
Main Address: <b>10 Melville Park Road Melville, NY 11747</b>	
Main Contact: <b>Peter Rothman</b>	
Main Phone: <b>(631) 414-4820</b>	

<b>Department:</b>
Contact Name: <b>Karen Taggart</b>
Address: <b>1490 Franklin Avenue Mineola, New York 11501</b>
Phone: <b>(516) 573-7210</b>
Email: <b>ktaggart@pdcn.org</b>

## Contract Summary

**Purpose:** This is an amendment to an existing contract for support services for the Police Department's Information and Technology network and security. This amendment will extend the term of the original agreement by two (2) years and increase the maximum amount of the contract by Four Hundred Twenty Thousand Dollars (\$420,000.00). This amendment is needed in order to allow for continuity of services which will be needed beyond the term of the original agreement and due to an increase in the amount of maintenance, programming and cyber security protection being carried out by the Police Department the maximum amount available under the original contract will be exhausted prior to the termination date of that original agreement.

**Method of Procurement:** This is an amendment to an existing contract.

Please see procurement history below.

**Procurement History:** The contractor was determined to be a sole source provider.

<b>Description of General Provisions:</b> Contractor provides information technology supplemental staffing services for the Police Department's Information Technology Unit.
<b>Impact on Funding / Price Analysis:</b> Increase the maximum amount of the original contract by Four Hundred Twenty Thousand Dollars (\$420,000.00) so that the amended maximum amount is Seven Hundred Fifty Thousand Dollars (\$750,000.00)
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDH	10	1551	DE	PDPDH1551	DE5A5	PDPDH1551 DE5A5	04	\$70,000.00
						TOTAL	\$70,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$70,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$70,000.00

## Routing Slip

Department			
NIFS Entry	Karen Taggart	09/26/2023 01:18PM	Approved
NIFS Final Approval	William Field	09/27/2023 12:57PM	Approved
Final Approval	Karen Taggart	10/10/2023 04:31PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	10/19/2023 09:44AM	Approved
RE & Insurance Verification	Grady Farnan	10/11/2023 08:54AM	Approved
NIFS Approval	Mary Nori	10/23/2023 09:53AM	Approved
Final Approval	Mary Nori	10/23/2023 09:53AM	Approved
OMB			
NIFS Approval	Jeff Nogid	10/12/2023 09:27AM	Approved
NIFA Approval	Irfan Qureshi	10/12/2023 03:34PM	Approved
Final Approval	Irfan Qureshi	10/12/2023 03:34PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	10/23/2023 02:47PM	Approved
DCE Compliance Approval	Robert Cleary	11/06/2023 11:29AM	Approved
Vertical DCE Approval	Arthur Walsh	11/13/2023 04:17PM	Approved
Final Approval	Arthur Walsh	11/13/2023 04:17PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	11/17/2023 02:39PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

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

RULES RESOLUTION NO. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND MARCUM TECHNOLOGY, LLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Marcum Technology, LLC to provide, *inter alia*, information technology supplemental staffing services, a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Marcum Technology, LLC.

## AMENDMENT NO. 1

AMENDMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) Marcum Technology, LLC, a New York liability company having its principal office at 10 Melville Park Road, Melville New York 11747 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number COPD20000002 between the County and the Contractor, executed on behalf of the County on January 15, 2021, (the "Original Agreement"), the Contractor provides information technology supplemental staffing services which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for a period of three (3) years commencing on the date of execution by the County, unless sooner terminated in accordance with the provisions of such agreement, (the "Term"); and

WHEREAS, the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was not to exceed Three Hundred Thirty Thousand Dollars (\$330,000.00) (the "Maximum Amount"); and

WHEREAS, due to an increase in the amount of maintenance, programming and cyber security protection being carried out by the Department's Information Technology Unit, the Maximum Amount of the Original Agreement will be exhausted prior to the termination date of the Original Agreement; and

WHEREAS, the Department is desirous of amending the Original Agreement to extend the Original Term and increase the Maximum Amount in order to maintain continuity of services currently being provided by the Contractor which the Department will need beyond the Term of the Original Agreement; and

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

1. Term. The Term of the Original Agreement shall be extended by a two (2) year period, unless sooner terminated in accordance with the terms of the Original Agreement so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 14, 2026.

2. Maximum Amount. (a)(i) The Maximum Amount in the Original Agreement shall be increased by Four Hundred Twenty Thousand Dollars (\$420,000.00) ("Amended Maximum

Amount"), so that the maximum amount under the Amended Agreement shall be Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Amended Maximum Amount").

(b) The Contractor acknowledges that the County will partially encumber funds to be applied toward the Amended Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be Seventy Thousand Dollars (\$70,000.00) under this Amendment. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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


[Remainder of this page intentionally left blank]

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU ) Suffolk

On the 31 day of August in the year 2021 before me personally came DAVID REICHMAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the CEO of MARCUM TECHNOLOGY LLC, 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.

  
Deborah Yahney  
Notary Public  
01YA6226306

State of New York

My Commission Expires 08-09-2026

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

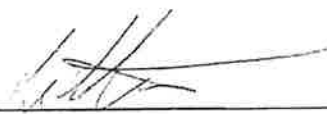
On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation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

NOTARY PUBLIC



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

Marcum Technology, LLC

By:   
Name: Peter R. Roman  
Title: COO  
Date: 8/31/2023

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



## Nassau County Interim Finance Authority

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

**1. Vendor: Marcum Technology LLC**

**2. Amount requiring NIFA approval: \$420,000.00**

**Amount to be encumbered: \$70,000.00**

Slip Type: Amendment

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

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

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

**3. Contract Term: 01/14/2024 to 01/14/2026**

Has work or services on this contract commenced? No

If yes, please explain:

**4. Funding Source:**

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

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? 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:**

This an amendment to an existing contract for support services for the Police Department's Information and Technology network and security. This amendment will extend the term of the original agreement by two (2) years and increase the maximum amount of the contract by Four Hundred Twenty Thousand Dollars (\$420,000.00). This amendment is needed in order to allow for continuity of services which will be needed beyond the term of the original agreement and due to an increase in the amount of maintenance, programming and cyber security protection being carried out by the Police Department the maximum amount available under the original contract will be exhausted prior to the termination date of that original agreement.

**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
-------------	--------------	---------------------------------

## 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

10/12/2023

---

**Authenticated User**

**Date**

---

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

**If this is a capital project:**

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

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

---

**Authenticated User**

**Date**

---

## NIFA

Amount being approved by NIFA:

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

---

**Authenticated User**

**Date**

---

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

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

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

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: Marcum Technology, LLC

CONTRACTOR ADDRESS: 10 Melville Park Rd., Melville NY 11747

FEDERAL TAX ID #: [REDACTED]

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

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

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

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

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

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

The contract was originally executed by Nassau County on January 15, 2021 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a determination was made that this vendor was the sole source for the services provided as outlined in the justification memo dated July 10, 2020 which is included with this amendment submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
Department Head Signature

8/17/23

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.



MARCLLP-01

APATTERSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2023

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

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

PRODUCER License # BR-767175  
Hub International Northeast Limited  
100 Sunnyside Boulevard  
Woodbury, NY 11797

CONTACT NAME:  
PHONE (A/C, No, Ext): (516) 677-4700 FAX (A/C, No): (516) 496-4040  
E-MAIL ADDRESS:

INSURED

Marcum LLP  
10 Melville Park Road  
Melville, NY 11747

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Insurance Company of Hartford	20478
INSURER B:	Continental Casualty Company	20443
INSURER C:	The Continental Insurance Company	35289
INSURER D:	American Casualty Co of Reading PA	20427
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7018085918	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7018085921	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7018085952	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		7018085935	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

Nassau County Police Department  
1490 Franklin Avenue  
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



# CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)  
1202

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

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

PRODUCER  Pace Professional Services, Ltd. 585 Stewart Avenue, Suite 600 Garden City, NY 11530	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	EMAIL			
	ADDRESS:			
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Continental Casualty Company (CNA)	
INSURED  Marcum Technology LLC 10 Melville Park Road Melville, NY 11747	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (mm/dd/yyyy)	POLICY EXP (mm/dd/yyyy)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			N/A			EACH OCCURANCE \$ 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"/> SCHEDULED <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURANCE \$ AGGREGATE \$ EACH OCCURANCE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			"# \$! %	4/20/202	4/20/202	Per Claim / Aggregate \$5,000,000/\$5,000,000

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

Nassau County Police Department is added as an additional insured effective 9/27/2023

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Nassau County Police Department 1490 Franklin Avenue Mineola, NY 11501	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	AUTHORIZED REPRESENTATIVE 



**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)**

\*\*\*\*\* 300011802  
THE TREIBER GROUP INC  
% ARTHUR J. GALLAGHER & CO  
ONE JERICHO PLAZA - SUITE 200  
JERICHO NY 11753



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> MARCUM TECHNOLOGY LLC 10 MELVILLE PARK RD MELVILLE NY 11747		<b>CERTIFICATE HOLDER</b> NASSAU COUNTY POLICE DEPARTMENT 1490 FRANKLIN AVENUE MINEOLA NY 11501	
<b>POLICY NUMBER</b> G1059 074-3	<b>CERTIFICATE NUMBER</b> 623098	<b>POLICY PERIOD</b> 02/01/2023 TO 02/01/2024	<b>DATE</b> 7/28/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1059 074-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 860119228



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:  
Peter Rothman [PETER.ROTHMAN@MARCUMTECHNOLOGY.COM]

Dated: 07/21/2023 01:37:44 pm

Vendor: Marcum Technology LLC

Title: COO

**Business History Form**

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

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

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

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

Date: 07/21/2023

1) Proposer's Legal Name: Marcum Technology LLC

2) Address of Place of Business: 10 Melville Park Road

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

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

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

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

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

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

\_\_\_\_\_

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a: Other (Describe) Limited Liability Company

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

YES ☒ NO ☐ If yes, please provide details:

Part of Marcum LLP shared location

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:

Marcum LLP

- 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.

None

(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.

None

(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.

None

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.

Marcum has a strict conflict check process for all new clients and engagements.

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

Have you previously uploaded the below information under in the Document Vault?  
YES [ ] NO [X]

Is the proposer an individual?

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

- i) Date of formation;  
12/26/2001
- 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.  
Jeffrey Weiner  
10 Melville Park Road  
Melville NY 11747
- iii) Name, address and position of all officers and directors of the company. If none, explain.  
Peter Rothman - COO  
Peter J Scavuzzo - CEO
- iv) State of incorporation (if applicable);  
NY
- v) The number of employees in the firm;  
65
- vi) Annual revenue of firm;  
43000000
- vii) Summary of relevant accomplishments  
20 years in business expanding nationally in new business segments including Cyber Security, Process automation and consulting, ERP implementations, Data Analytics, Performance Consulting, IT Forensics and more.
- viii) Copies of all state and local licenses and permits.

3 File(s) uploaded: CT Certificate of Authority.pdf, NJ Certificate of Authority.pdf, NY Certificate of Authority.pdf

B. Indicate number of years in business.

21

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

As a national consulting organization Marcum Technology has a wide breath of services and solutions including Technology procurement and engineering, managed services, cyber security, strategic technology consulting, digital advisory services including blockchain and business process automation (RPA)

- 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	University of Hartford		
Contact Person	Mark Boxer		
Address	200 Bloomfield Ave		
City	West Hartford	State/Province/Territory	CT
Country	US		
Telephone	(860) 768-4100		
Fax #			
E-Mail Address	mboxer@hartford.edu		

Company	North American Partners in Anesthesia		
Contact Person	David Dettmann		
Address	68 South Service Road		
City	Melville	State/Province/Territory	NY
Country	US		
Telephone	(516) 945-3339		
Fax #			
E-Mail Address	ddettmann@napaanesthesia.com		

Company	Spellmane Hight Voltage Electronics Corp		
Contact Person	Michael Butler		
Address	475 Wireless Blvd		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 630-3053		
Fax #			
E-Mail Address	mbutler@spellmanhv.com		

I, Peter Rothman, 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, Peter Rothman, 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: Marcum Technology LLC

Electronically signed and certified at the date and time indicated by:  
Peter Rothman PETER.ROTHMAN@MARCUMTECHNOLOGY.COM

COO

Title

07/21/2023 01:42:38 pm

Date



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Peter Rothman  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 10 Melville Park Road  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: 6314144820  
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	<u>11/01/2018</u>	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.

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?

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, Peter Rothman, 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, Peter Rothman, 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.

Marcum Technology LLC

Name of submitting business

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

Peter Rothman PETER.ROTHMAN@MARCUMTECHNOLOGY.COM

COO

Title

07/21/2023 01:41:16 pm

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Peter J Scavuzzo  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
Business Address: 10 Melville Park Road  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: 2124855959  
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	<u>01/01/2020</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.

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?  
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, Peter Scavuzzo, 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, Peter Scavuzzo, 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.

Marcum Technology LLC

Name of submitting business

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

Peter Scavuzzo PETER.SCAVUZZO@MARCUMTECHNOLOGY.COM

CEO

Title

09/22/2023 09:06:43 pm

Date



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Jeffrey Weiner  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
Business Address: 10 Melville Park Road  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (212) 485-5900  
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	<u>12/26/2001</u>	Shareholder	<u>12/26/2001</u>
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.

35% Ownership

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Chairman Marcum LLP

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?

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, Jeffrey Weiner, 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, Jeffrey Weiner, 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.

Marcum Technology LLC  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Jeffrey Weiner JEFFREY.WEINER@MARCUMLLP.COM

Chairman  
Title

09/21/2023 03:11:21 pm  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Marcum Technology LLC

Address: 10 Melville Park Road

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

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

3. Type of Business: Ltd. Liability Co (specify) \_\_\_\_\_

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

First Name	<u>Peter</u>		
Last Name	<u>Rothman</u>		
MI	_____ Suffix _____		
Address	<u>10 Melville Park Road</u>		
City	<u>Melville</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11747</u>
Country	<u>US</u>		
Position	<u>Chief Operating Officer</u>		

First Name	<u>Jeffrey</u>		
Last Name	<u>Weiner</u>		
MI	_____ Suffix _____		
Address	<u>10 Melville Park Road</u>		
City	<u>Melville</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11747</u>
Country	<u>US</u>		
Position	<u>Chariman</u>		

First Name	<u>Peter</u>		
Last Name	<u>Scavuzzo</u>		
MI	_____ Suffix _____		

Address	10 Melville Park Road		
City	Melville	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11747
Position	CEO		

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.

Marcum LLP

2 File(s) uploaded: Marcum LLP Partner List 07-2022.xlsx, Marcum LLP Partner List 072023.xlsx

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.

Marcum LLP is a 100% owner of Marcum Technology LLC. Marcum LLP has no involvement in the delivery of any services offered by Marcum Technology LLC. Marcum LLP partner list is attached to question 5 and 6 incase it is needed

2 File(s) uploaded: Marcum LLP Partner List 07-2022.xlsx, Partner List - 20200831.pdf

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

Are there lobbyists involved in this matter?

YES [ ] NO [X]

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

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

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

State):

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

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

Electronically signed and certified at the date and time indicated by:  
Peter Rothman [PETER.ROTHMAN@MARCUMTECHNOLOGY.COM]

Dated: 07/21/2023 01:49:47 pm

Title: COO

**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.



<u>Name</u>	<u>Department</u>	<u>Office</u>
Agulnik, Mark	Assurance Services	Ft. Lauderdale
Alino, Mary Anne	Assurance Services	New York
Appel, David	Tax & Business Services	Miami
Aristizabal, Jana	Tax & Business Services	Ft. Lauderdale
Aspromonti, James	Assurance Services	Melville
Augustine, Anson	Assurance Services	New York
Babek, Rob	Tax & Business Services	Los Angeles
Backer, Stuart	Assurance Services	Roseland
Balter, Michael	Assurance Services	Ft. Lauderdale
Banerjee, Sougata	Assurance Services	Costa Mesa
Bavolack, Matthew	Advisory Services	New Haven
Bechold, Edward	Assurance Services	New York
Berenson, Joel	Tax & Business Services	Boston
Blitzer, Keith	Alternative Investment Group - Tax	Melville
Blogg, Shaun	Tax & Business Services	West Palm Beach
Blum, Ilyssa	Assurance Services	Ft. Lauderdale
Breslow, Marc	Advisory Services	Miami
Brooder, Michael	Assurance Services	Hartford
Brulenski, Francis	Advisory Services	Philadelphia
Buell, Peter	Tax & Business Services	New York
Bukzin, David	Assurance Services	New York
Bulosan, Roger	Assurance Services	San Francisco
Buxbaum, Cary	Accounting Services	Chicago
Buzbee, Kathleen	Tax & Business Services	New Haven
Cartine, Maury	Alternative Investment Group - Tax	New York
Catalina, Tina	Assurance Services	Melville
Chandra, Ronil	Assurance Services	Los Angeles
Chaves, Mark	Tax & Business Services	Miami
Clark, Adam	Assurance Services	Melville
Clark, Bill	Assurance Services	Nashville
Cohen, Robert	Accounting Services	Deerfield
Cole, Kevin	Assurance Services	New Haven
Connair, Karen	Tax & Business Services	Costa Mesa

Cooke, Richard	Assurance Services	Melville
Cosentino, Lisa	Assurance Services	Philadelphia
Cowhey, Janis	Tax & Business Services	New York
Cristiano, Joanne	Accounting Services	New Haven
Crosby, Tim	Accounting Services	Deerfield
D'Addio, Michael	Tax & Business Services	New Haven
DeCosta, Brenda	Assurance Services	Boston
Delfini, Lisa	Assurance Services	New Haven
Deloy, Jenny	Assurance Services	Chicago
Desimone, Joseph	Assurance Services	Philadelphia
Devine, Richard	Advisory Services	Philadelphia
Dovell, Raymond	Advisory Services	Philadelphia
Downing, Peter	Tax & Business Services	Costa Mesa
Drazner, Cary	Assurance Services	Deerfield
Drover, Rob	Advisory Services	Philadelphia
Dupuis, Susan	Tax & Business Services	Boston
Eckweiler, John	Tax & Business Services	Costa Mesa
Fannon, Nancy	Advisory Services	Portland
Farrington, Douglas	Tax & Business Services	Boston
Feldman, Stephen	Assurance Services	New York
Filippelli, Marge	Assurance Services	Roseland
Finkelstein, Ronald	Tax & Business Services	Melville
Firestein, Adam L.	Assurance Services	Miami
First, David	Tax & Business Services	New York
Fischman, Barry	Tax & Business Services	New Haven
Fontaine, David	Tax & Business Services	Providence
Friedman, Ronald	Assurance Services	Los Angeles
Gabriel, John	Assurance Services	West Palm Beach
Garber, Cecelia	Advisory Services	Ft. Lauderdale
Gilman, Stephen	Tax & Business Services	Boston
Giordano, Diane	Tax & Business Services	Melville
Giugliano, Greg	Assurance Services	Melville
Glusman, David	Advisory Services	Philadelphia
Gordon, Lenny	Assurance Services	Los Angeles

Graney, Paul	Tax & Business Services	Boston
Gregorio, Rorrie	Family Office	New York
Hackert, Edward	Assurance Services	New York
Hanlon, Lisa	Accounting Services	Deerfield
Harrison, Randy	Tax & Business Services	New Haven
Hennagin, Warren	Assurance Services	Costa Mesa
Hirschfeld, Ilan	Advisory Services	Neptune
Ingber, Larry	Tax & Business Services	Melville
Jackson, Christopher	Assurance Services	Hartford
Jain, Sunil	Assurance Services	San Francisco
Keane, Thomas	Advisory Services	Neptune
Klenner, John	Assurance Services	New York
Koegl, Kurt	Tax & Business Services	New York
Korobov, Vladimir	Advisory Services	New Haven
Kuhlman, William	Tax & Business Services	Philadelphia
Lamplough, Kim	Assurance Services	Ft. Lauderdale
Lassar, Stephen	Tax & Business Services	New York
Lavenda, Steven	Advisory Services	Deerfield
Lenkowski, Michael	Tax & Business Services	New Haven
Lens, Kathleen	Assurance Services	Philadelphia
Liao, Helen	Assurance Services	Melville
Lipson, Michele	Tax & Business Services	Miami
Lowney, Kim	Assurance Services	Philadelphia
Lundy, Jim	Tax & Business Services	Nashville
Marazita, Gregory	Assurance Services	New Haven
Markowitz, Alan	Assurance Services	New York
Maunula, Ari	Tax & Business Services	Greenwich
Mazzenga, Carolyn	Tax & Business Services	Melville
McGlone, Thomas	Tax & Business Services	Philadelphia
McGonigal, John	Assurance Services	Philadelphia
McGrath, Brett	Tax & Business Services	Hartford
McHugh, Colleen	Alternative Investment Group - Tax	New York
Mercado, Robert	Assurance Services	New Haven
Messina, Michael	Assurance Services	Melville

Mezzanotte, John	Tax & Business Services	Greenwich
Miceli, Frank	Assurance Services	West Hartford
Midkiff, Kyle	Advisory Services	Philadelphia
Mills, Gary	Assurance Services	Deerfield
Milone, Ronald	Tax & Business Services	New Haven
Montgomery, Lawrence	Assurance Services	Philadelphia
Morgan, Jayson	Tax & Business Services	Costa Mesa
Mullen, Elizabeth	Tax & Business Services	New York
Natarelli, Joseph	Assurance Services	New Haven
Nepo, Justin	Assurance Services	Philadelphia
Novak, Michael	Tax & Business Services	Miami
O'Reilly, Thomas	Assurance Services	Roseland
Pankin, Marni	Alternative Investment Group - Assurance	Melville
Pellecchia, Dennis	Tax & Business Services	Boston
Perry, Joseph	Tax & Business Services	Melville
Pesce, Robert	Accounting Services	New York
Philbin, James	Tax & Business Services	Boston
Pia, Ken	Advisory Services	New Haven
Prasad, Neil	Assurance Services	Chicago
Rapattoni, Steve	Assurance Services	Costa Mesa
Reitmeyer, Edward	Tax & Business Services	Philadelphia
Reynolds, David	Accounting Services	New Haven
Roach, Daniel	Assurance Services	Portland - Casco
Roche, Daniel	Advisory Services	New York
Rock, Lori	Tax & Business Services	Los Angeles
Roff, Bruce	Assurance Services	New York
Rose, Gary	Tax & Business Services	Deerfield
Rosen, Gary	Advisory Services	New York
Rossi, Armand	Tax & Business Services	New Haven
Rushford, John	Assurance Services	New York
Scally, William	Advisory Services	Boston
Scavuzzo, Peter	Information Technology	Melville
Schall, Dennis J.	Alternative Investment Group - Assurance	New York
Scheinthal, Lawrence	Accounting Services	Melville

Scillia, Anthony	Assurance Services	New Haven
Sena, Barbara	Assurance Services	Melville
Seymour, Frank	Assurance Services	Boston
Shantzer, Gerald	Assurance Services	Philadelphia
Sherman, Paul	Firm Management	Los Angeles
Silvia, J. Michael	Assurance Services	Boston
Singh, Monte	Assurance Services	Melville
Smart, James	Firm Operations	Philadelphia
Solomon, Jeffrey	Assurance Services	New Haven
Song, Juliet	Tax & Business Services	San Jose
Spence, Michele	Tax & Business Services	New Haven
Spielman, Robert	Tax & Business Services	Melville
St. Yves, David	Assurance Services	Providence
Storch, Ronald	Firm Management	Melville
Tomazic, Jonathan	Assurance Services	New York
Uccelli, George	Tax & Business Services	San Jose
Verbanac, Natalie	Assurance Services	New York
Vitulli, Daniel	Assurance Services	Roseland
Waddington, Edward	Advisory Services	Philadelphia
Waddington, Joseph	Tax & Business Services	Philadelphia
Waite, Kimberley	Assurance Services	Deerfield
Watt, Mitchell	Assurance Services	New York
Weiner, Jeffrey M.	Firm Management	New York
Weiner, Phil	Assurance Services	New York
Wiener, Beth M.	Alternative Investment Group - Assurance	Melville
Wildstein, Douglas	Assurance Services	Melville
Wilkinson, James	Assurance Services	Providence
Wilson, Philip	Tax & Business Services	Costa Mesa
Winkleman, Jeffrey	Tax & Business Services	Philadelphia
Wintersteen, Steven	Tax & Business Services	Chicago
Wozniak, Gregory	Accounting Services	Melville
Zayas, Ricardo	Advisory Services	Philadelphia
Zudeck, Jeffrey	Firm Management	Philadelphia
Filomeno, Thomas	Tax & Business Services	West Hartford

Piatkowski, Mark	Tax & Business Services	West Hartford
Makysmiw, Michael	Tax & Business Services	West Hartford
Grossman, David	Assurance Services	Houston
Houston, Jeff	Assurance Services	Houston
Hruzek, James	Tax & Business Services	Houston
Pera, Jeffrey	Tax & Business Services	San Francisco
Brysgel, Ethan	Assurance Services	New Haven
Lisi, Thomas E.	Tax & Business Services	Providence
Moretti, Leo	Assurance Services	Providence
Brennan, Matthew	Tax & Business Services	Providence
Lourenco, Luis M.	Assurance Services	Providence
Almeida, Jon	Tax & Business Services	Providence
Botham, Richard L	Assurance Services	Providence
Stagliano, David	Advisory Services	Philadelphia
Brady, Michael	Tax & Business Services	Philadelphia
Hughes, John	Assurance Services	New York
O'Connor, Karen	Tax & Business Services	Melville
Miller, James	Assurance Services	New Haven
Taylor, Bradford	Advisory Services	Boston
Estrada, Cesar	Tax & Business Services	Ft. Lauderdale
Shine, Dennis	Managed Accounting Services	Washington, DC
Cohn, Stefanie Gerard	Assurance Services	Washington, DC
Glantz, Eric	Assurance Services	Washington, DC
Ivanova, Gergana	Assurance Services	Washington, DC
Jones, Julie	Managed Accounting Services	Washington, DC
Putnam, Simone	Managed Accounting Services	Washington, DC
Smith, Frank	Tax & Business Services	Washington, DC
Raffa, Thomas	Assurance Services	Washington, DC
Raffa, Kathy	Assurance Services	Washington, DC
Eun, Elizabeth	Managed Accounting Services	Washington, DC
Horn, Jane Brooks	Tax & Business Services	Rockville
Mamdouhi, Mitra	Tax & Business Services	Rockville
Robertson, Kimberly	Assurance Services	Washington, DC
Anstead, Glenn	Tech Managed Services	Rockville

Zarny, Seth	Tech Managed Services	Rockville
Gilbert, Jean	Managed Accounting Services	Washington, DC
Williams, Patricia	Managed Accounting Services	Washington, DC
McIntosh, Daniel	Assurance Services	San Francisco
Purvis, Eric	Tax & Business Services	Portland - Casco
Purvis, Kirk	Tax & Business Services	Portland - Casco
Bassett, Joel	Tax & Business Services	Portland - Casco
Izzi, Richard A.	Advisory Services	New York
Kendall, Jordan	Tax & Business Services	Philadelphia
Silverman, Samuel	Tax & Business Services	Philadelphia
McKay, Douglas	Tax & Business Services	New York
Finkle, Andrew	Tax & Business Services	Melville
Martinez, Martin	Tax & Business Services	Houston
Guyder, Michael	Tax & Business Services	Boston
O'Reilly, Patrick	Assurance Services	Portland
Gartenberg, Amie	Advisory Services	New York
Drummond, Dean	Tax & Business Services	Boston
Benayoun, Andre	Advisory Services	Ft. Lauderdale
Czarnota, Maryann	Tax & Business Services	Deerfield
Mercola, Robert	Tax & Business Services	Deerfield
Frank, Thomas	Tax & Business Services	Deerfield
Hoffman, Mark	Tax & Business Services	Deerfield
Dailey, Benjamin	Tax & Business Services	Deerfield
Farmer, Stanley	Tax & Business Services	Portland - Casco
Ocariz, Hiram	Assurance Services	Houston
Garrastacho, Denise Diaz	Tax & Business Services	Coral Gables
Forum, Ashlie Schlager	Assurance Services	Coral Gables
Ariza, Moises	Tax & Business Services	Ft. Lauderdale
Hirji, Ali Jahangir	Assurance Services	Miami
Scher, Jill	Tax & Business Services	New York
Levy, Janet	Accounting Services	Melville
Basile, Anthony	Assurance Services	New York
Antonian, Nicholas	Assurance Services	New York
Huffner, Matthew	Assurance Services	Los Angeles
		Washington, DC

Schuler, Karen	Managed Accounting Services	Washington, DC
Buchheit, Michael	Assurance Services	Philadelphia
Heilmann, John	Tax & Business Services	Philadelphia
Clark, Leonard A.	Tax & Business Services	Boston
DeCusati, Joseph	Advisory Services	New Haven
McCarthy, John	Assurance Services	Boston
Moi, Jason	Assurance Services	Boston
O'Brien, Patrick	Assurance Services	Nashville
Zoll, Gregory	Assurance Services	San Jose
Werthan, Cathy	Tax & Business Services	Nashville
Jones, Bryan	Tax & Business Services	Nashville
Pappas, James	Advisory Services	Boston
Zaidi, Quasim	Assurance Services	Philadelphia
Sivak, Christopher G.	Tax & Business Services	Akron
Golish, Daniel D.	Assurance Services	Mayfield Village
Skoda, Gregory J.	Assurance Services	Mayfield Village
Minotti, Michael L.	Tax & Business Services	Mayfield Village
Ranallo, Robert A.	Advisory Services	Mayfield Village
Sacher, James P.	Assurance Services	Mayfield Village
Haffey, Kenneth M.	Assurance Services	Mayfield Village
Trabert, Michael	Assurance Services	Mayfield Village
Carney, Patrick T.	Assurance Services	Mayfield Village
Suponicic, Frank A.	Assurance Services	Mayfield Village
Gingerich, Roger T.	Advisory Services	Mayfield Village
Gisondo, Danielle B.	Assurance Services	Mayfield Village
<b>Eben, John Jonathan L.</b>	Assurance Services	Mayfield Village
Forbes, Jimmy A.	Strategic marketing	Cleveland
Saari, Sean R.	Tax & Business Services	Cleveland
Shoop, Jon J.	Advisory Services	Mayfield Village
Siebel, Ryan	Assurance Services	Cleveland
Dowell, Daniel E.	Assurance Services	Mayfield Village
Luker, Michael	Assurance Services	Tampa
Perez, Michael J.	Assurance Services	Tampa
Donovan, Timothy W.	Tax & Business Services	Tampa
	Tax & Business Services	Tampa



Milazzo, Michael R.	Tax & Business Services	Akron
<b>Osbrach, Benjamin D.</b>	Risk Advisory Services	Tampa
Hamilton, Patricia A.	Assurance Services	Tampa
Foster, Jeffrey A.	Assurance Services	Akron
Appel, Gerald M.	Tax & Business Services	Mayfield Village
Klein, Howard	Advisory Services	Mayfield Village
Gross, Steven H.	Tax & Business Services	Mayfield Village
Mustin, David	Assurance Services	Mayfield Village
Dolson, Mary Jo	Tax & Business Services	Tampa
West, Taylor	Advisory Services	Houston
Carlson, Sara	Assurance Services	Chicago
Antonetti, Mary	Tax & Business Services	New Haven
Wei, Qiqi	Assurance Services	San Francisco
Monaghan, Amber	Tax & Business Services	Hartford
Castellano, Daniel A.	Accounting Services	Melville
Korenberg, Neal	Accounting Services	Melville
Scala, Frank J.	Assurance Services	Melville
Ricciardi, Lisa M.	Tax & Business Services	Melville
DiTredici, Paul J.	Assurance Services	Melville
Hynes, Dennis W.	Accounting Services	Melville
McConnell, Keilan Taylor	Assurance Services	Melville
Levin, Audrey	Tax & Business Services	Costa Mesa
Serur, Yamil	Accounting Services	Chicago
Compton, Joseph	Managed Consulting Services	Chicago
Gibson, Amy J.	Tax & Business Services	Cleveland
Lenarduzzi, Marie	Tax & Business Services	Cleveland
Rohrig, Kyle M.	Assurance Services	Mayfield Village
Gollayan, Maria L.	Managed Accounting Services	Akron
Fox, Aaron M.	Tax & Business Services	Washington, DC
Alan, Andrew A.	Advisory Services	Washington, DC
Bonk, John	Tax & Business Services	Ft. Lauderdale
Jahrsdoerfer, Matthew	Assurance Services	Miami
LaRocca, James J.	Assurance Services	New York
Leon, Luis	Tax & Business Services	Melville
		New York

Lucas, Theodore M.	Assurance Services	Hartford
White, John D.	Assurance Services	Boston
Discepolo, Michael	Managed Accounting Services	Boston
Coro, Robert D.	Managed Consulting Services	New Haven
Landry, Timothy J.	Assurance Services	Hartford
Khan, Saud Salim	Assurance Services	Ft. Lauderdale

Title

Partner

Partner

Partner

Partner

Partner

Partner

Office Managing Partner

Partner

Regional Managing Partner

Partner-in-Charge Assurance Services, California

Healthcare Services Leader

Partner

Partner

Partner

Office Managing Partner

Partner

Partner

Office Managing Partner

Partner

Partner

Vice Chairman

Partner

Regional Managing Partner of Illinois

Partner

Partner

Partner

Partner

International Tax Co-Leader

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Principal

Partner

Partner

Chicago Office Managing Partner

Partner

Partner

Partner

National Principal-in-Charge Tax Credits and Incentives

Partner

Principal

Partner

Partner-in-Charge Tax Services, California

Partner-in-Charge, Litigation Services

Partner-in-Charge of Tax & Business Services for Massachusetts

Partner

Office Managing Partner

National Co-Partner-in-Charge, Trusts and Estates Practice Group

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Assurance Services Leader

Partner

Partner

State & Local Tax Leader

Family Office Leader

Partner

Deerfield Office Managing Partner

Partner

Partner

Partner-in-Charge, NJ Advisory Services

Partner

Partner

Partner

Partner

Partner

Partner

Partner

R&D Tax Credits Leader

Partner

Partner | Managing Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Office Managing Partner

Partner

Partner-in-Charge, Philadelphia Assurance Services

Partner-in-Charge, CT Tax Services

Partner

Partner

Partner

Office Managing Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Office Managing Partner

Partner

Partner

Partner

Partner

Partner, Real Estate Industry Group Leader

Tax & Business Services Leader

Partner

Partner

Partner-in-Charge, Business Valuation Services

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner, Chief Information Officer

Partner

Partner

Regional Managing Partner

Partner

Partner

Partner

Regional Managing Partner

Partner-in-Charge of Assurance Services for Massachusetts

Partner

Partner

Partner

Partner

Partner

Partner | Associate Attorney

Partner

Partner/Chief Operating Officer

Partner

Partner

Partner

National Partner-in-Charge, Real Estate Group

Partner

Partner

Partner

Partner

Chairman & Chief Executive Officer

Partner

Alternative Investment Group Leader

Partner-in-Charge, Long Island Assurance Services

Office Managing Partner

Partner

Partner

Partner

Partner

Partner

Regional Managing Partner

Partner

Partner

Partner

Partner

Partner

Partner

Office Managing Partner

Partner

## Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

## Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

Partner

## Partner

Partner

Partner

Partner

Partner



[illegible]





Partner  
Partner  
Partner  
Partner  
Partner  
Partner



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

Sales Tax Registration  
W.A. Harriman Campus  
Albany, NY 12227

MARCUM TECHNOLOGY LLC  
10 MELVILLE PARK RD  
MELVILLE NY 11747-3146

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

Identification number

**300011802**

*(Use this number on all returns and correspondence)*



**VALIDATED**

**06/04/2009**

Dept of Tax  
and Finance

MARCUM TECHNOLOGY LLC  
10 MELVILLE PARK RD  
MELVILLE NY 11747-3146

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

**Nontransferable**

This certificate must be prominently displayed at your place of business.  
Fraudulent or other improper use of this certificate will cause it to be revoked.  
This certificate may not be photocopied or reproduced.

4020111080098

Photographs - copyright of NYS Empire State Development  
DTF-17-A (11/08) COP0000241 1551700

# COUNTY OF NASSAU

## INTER-DEPARTMENTAL MEMO

---

DATE: July 10, 2020

TO: Deputy County Attorney, Jaclyn Delle

FROM: DPIS John N. Wiking, Nassau County Police Department Information Technology Unit

SUBJECT: **MARCUM CONTRACT JUSTIFICATION**

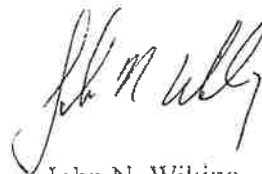
This document is to provide supporting information for the new Supplemental Services contract created for the Nassau County Police Department Information Technology Unit. This contract provides for Marcum Technologies to assist the PD Information Technology Unit in maintaining, enhancing and securing the Police Department network. 911 calls, Police Dispatch, Arrest Processing and Police investigations are just some of the critical applications reliant on the PD network.

Marcum has worked with our team over the last four (4) years in implementing and maintaining equipment procured under a cyber security grant. This work has allowed Marcum to gain specific and intimate knowledge of the complex Police Department network. During implementation, Marcum found and repaired some network deficiencies. With their assistance, we were able to increase data throughput and reliability, create redundant connections and secure the network. All Marcum engineers working on the projects were completely background checked by the PD Applicant Investigation unit. With the existing knowledge of the network, Marcum has provided technical assistance for the Information Technology Unit during critical network down situations to make the network operational for the mission critical applications.

This contract has been formulated so Marcum's staff will be able to supplement other technical areas within the PD Information Technology Unit such as server and database/application support due to their previous knowledge gained of the network.

Due to retirements, the Information Technology Unit has lost three (3) critical network administrators and are down to two (2) remaining administrators for the entire PD network with no additional support. There are various networking projects and equipment installations that have not been implemented due to lack of personnel. This contract along with Marcum's previous knowledge of our network will ensure proper configuration, installation of the equipment and assist with the protection of the Police Department network.

With the previous intimate knowledge of the network and background checks already in place ensures that Marcum is the best fit for this contract. Selecting any other vendor would be time consuming and monies wasted for the new vendor to learn the PD systems and become vetted. Additionally, selecting any other vendor would result in longer network outages due to lack of knowledge on the existing network.



John N. Wiking  
Director of Police Information  
Systems

## 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 Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, NY 11501 (the "Department") and (ii) Marcum Technology LLC, a New York limited liability company having its principal office at 10 Melville Park Road, Melville, NY 11747 (the "Contractor") (individually, the "Party" and collectively, the "Parties").

### WITNESSETH:

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

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

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

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

1. **Term.** This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement.

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

3. **Payment.** (a) Amount of Consideration. (1) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Three Hundred Thirty Thousand Dollars (\$330,000.00) ("Maximum Amount") payable in accordance with the rates set forth in Appendix B ("Cost Proposal") attached hereto and incorporated herein by reference.

(b) Partial Encumbrance. The Contractor understands that only One Hundred Ten Thousand Dollars (\$110,000.00) 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.

(c) The Contractor shall not perform any work under this Agreement unless the Department authorizes specific tasks in writing on a Statement of Work ("SOW") agreed to by the Contractor in writing.

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

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

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

(g) 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.

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

#### 4. Invoices.

(a) Contractor and County agree that Contractor shall deliver invoices (each, an "Invoice") to County for compensation owed pursuant to an accepted SOW: (i) for all Services and/or Deliverables provided by Contractor to County during the previous month (or based on milestones or any other billing period specified in a SOW); and (ii) for all approved expenses incurred by Contractor in connection with performing its obligations under the Agreement and the applicable SOW.

(b) All Invoices delivered by Contractor to County shall: (i) be delivered to the notice address of County set forth in this Agreement or to such other address set forth on the related SOW that is specified by County as its billing address; and (ii) contain an Invoice date, an Invoice number and a corresponding SOW number. County hereby agrees that all Invoices delivered by Contractor shall be due and payable in full within thirty (30) days after receipt of the applicable Invoice. County agrees that all Invoices must be paid in U.S. Dollars.

(c) In the event any dispute relating to any Invoice and any amounts contained therein arises, the County agrees to deliver a written good faith objection (a "Written Objection Notice") to Contractor within thirty (30) days after receipt of the invoice. Such Written Objection Notice must specify: (a) the basis of such objection, in reasonable detail; and (b) the exact amounts that County is objecting to. County shall be entitled to withhold payment only of the exact amount specified in the Written Objection Notice (but shall pay on or before the same becomes due all the other amounts set forth in such Invoice) for up to twenty (20) days from the date of delivery of the Written Objection Notice to Contractor (the "Resolution Period") so that the Parties may discuss the objection in good faith. If, after the conclusion of the Resolution Period, the Parties have not resolved the dispute to their mutual satisfaction, have not mutually agreed in writing to extend the Resolution Period and County has not paid in full the amounts due pursuant to the disputed Invoice, then Contractor may



commence an action as described in this Agreement.

(d) County acknowledges and agrees that Contractor shall be entitled to terminate this Agreement or any SOW or suspend, limit or discontinue any or all Services until all overdue undisputed amounts due and payable from County to Contractor under a SOW are paid in full. Notwithstanding the foregoing, this Section shall not limit Contractor's ability to terminate the Agreement or any SOW pursuant to the other terms of this Agreement or seek any remedies or actions allowed by applicable law if the County has not paid any amount due to Contractor when such amounts are due and payable.

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

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

- (i) Stop or suspend the work for a specific period of time, or
- (ii) Cancel the Stop Work Order and continue work on an SOW, or
- (iii) Terminate the work covered by the Stop Work Order.

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

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

(c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order. Upon issuance of a Stop Order, the County shall pay for all fees, costs and pre-approved expenses actually incurred up to and including the date of receipt by Contractor of the Stop Work Order.

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

#### 6. **Acceptance Criteria.**

(a) Deliverables, as used herein, are the tangible written materials prepared expressly for and delivered to Department during the performance or provision of services hereunder (the "Deliverables").

(b) In the event that a SOW defines the need for the Contractor to provide specific Deliverable(s), the Department shall notify the Contractor within ten (10) days following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in

reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Should the Deliverable(s) fail to substantially meet any specifications or acceptance criteria, the Department may exercise any and all rights hereunder, including but not limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. The passage of fifteen (15) days or use of any Deliverables shall constitute acceptance and the County's agreement that the Services and Deliverables conform to the specifications for such Deliverables.

(c) If the Contractor fails to promptly cure the defect or replace the nonconforming Deliverable(s), the Department reserves the right, upon providing 10 days prior written notice to Contractor, to:

- Cancel the SOW.
- Terminate the Agreement.
- Contract with a different vendor for the Services.

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

7. **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). Each Party will be solely responsible for payment of all compensation owed to its employees, as well as federal and state income tax withholding, Social Security taxes, and unemployment insurance applicable to such personnel as employees of the applicable Party. The Parties hereby acknowledge and agree that County shall have no right to control the manner, means, or method by which Contractor or any County-approved subcontractor performs Services pursuant to this Agreement. County shall be entitled only to direct Contractor or any County-approved subcontractor with respect to the elements of Services to be performed by Contractor or any County-approved subcontractor, to inform Contractor or any County-approved subcontractor as to where and when such Services shall be performed, and to review and assess the performance of Contractor or any County-approved subcontractor for the limited purposes of assuring that such Services have been performed in accordance with this Agreement.

8. **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.

9. **Compliance with Law.** (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, Health Insurance Portability and Accountability Act ("HIPAA"), a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with

the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

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

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or

parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

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

#### **10. Confidentiality.**

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

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



Confidential Information consistent with applicable law, rule, regulation or professional or industry standards.

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

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

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

11. 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 tangible personal property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the accepted consulting and industry practices for similar services 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.

(c) County acknowledges that Contractor is in the business of providing consulting services based on the knowledge, experience and know-how it has gained in performing engagements for its clients. Accordingly, County agrees that nothing in this Agreement shall be deemed to prevent Contractor from using any general knowledge, ideas, concepts, processes, experience and know-how independently developed and/or created by Contractor in the course of performing the Services and retained by Contractor's personnel to develop for itself or others similar services or technology performing the same or similar functions as the Services.

(d) County's Responsibilities. County is responsible for all management functions and decisions relating to the Services, including without limitation, evaluation and acceptance of the adequacy of the scope of Services in addressing County's needs. Contractor and County are responsible for the results achieved from using the Services or deliverables. Contractor and County are responsible for designating qualified management-level individuals to be responsible and accountable for overseeing the services provided and evaluating the adequacy and results of the Services performed. Contractor and County will provide reasonable assistance, cooperation, approvals and accurate and complete information on a timely basis, and Contractor will perform the Services on that basis. Contractor and County represent and warrant that it has the requisite right, consent, permission, licenses or approvals to use and disclose, and to permit Contractor to use and disclose, all information, materials (including, without limitation, emails), software, or hardware (including those of third parties) provided to Contractor in connection with the Services. County is responsible for establishing and maintaining its internal controls. Contractor and County may rely only on final written Deliverables and not on oral or electronically delivered advice, draft

Deliverables or other information provided by Contractor. Upon County's request, Contractor will confirm oral advice in a deliverable on which Contractor and County may rely.

(e) Contractor and County acknowledges that Contractor must have adequate time and information to perform the Services. Personnel assigned to any work hereunder shall not be assumed or deemed to have knowledge of information provided to others, whether external to or within Contractor. If Contractor does not receive cooperation, assistance and information with sufficient time to complete the Services, Contractor and County acknowledge that Contractor provides no assurance that the Services will be completed by the agreed upon delivery date.

(f) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY DELIVERABLE, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH SERVICES OR DELIVERABLES.

## **12. 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 which County first provides to Contractor in writing.

### **(b) Key Personnel.**

- (i) The Contractor acknowledges that the Contractor personnel providing Services under this Agreement and who are expressly identified in the SOW have unique skills, knowledge, training and experience such that the Contractor's representation that it will engage or employ such individuals to perform the Services was a material consideration in the award of this Agreement to the Contractor ("Key Personnel"). Except as otherwise agreed to by the parties in writing, the Contractor's engagement or employment of Key Personnel to perform the Services or their replacements made in accordance with this Section is an obligation of the Contractor.
- (ii) Except as otherwise agreed to by the parties in writing, it is the intent of the parties that Key Personnel initially assigned to perform work under the Agreement continue through completion of the Services or such time as the parties mutually agree that an individual's responsibilities have been fulfilled under the Agreement. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the Contractor's control, as permitted by the County. Nothing herein shall be deemed to create an exclusive arrangement for the County with respect to such Key Personnel and such Key Personnel may also work on other engagements while working for the County under this Agreement.
- (iii) Within five (5) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which

appointment is subject to approval by the County, not to be unreasonably withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such transition period, including through other Contractor resources providing services remotely. The Contractor shall deploy commercially reasonable efforts to ensure a smooth transition between the departing and newly-assigned individuals at no additional cost to the County, which transition must include the provision of knowledge transfer documentation, cooperation between the former and newly-assigned individuals, and an overlap, to the extent possible, in the assignment of the former and newly-assigned individual for a duration of a maximum of ten (10) business days, unless County consents to a longer period.

- (iv) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work for a lawful and non-discriminatory reason, if the County considers such removal necessary or in the best interests of the County. Such personnel shall be promptly removed from the project by the Contractor at no additional cost or expense to the County; for clarity, however, additional costs and expenses may be incurred with respect to the individual who replaces such removed personnel in accordance with Appendix B to this Agreement. Further, an employee who is removed from the project for any reason shall not be re-employed on that specific Statement of Work.

13. **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. For clarity, temporary staff and independent contractors who may be engaged to assist Contractor to perform this Agreement, the services or any obligations hereunder shall not be deemed to be subcontractors for purposes of this Agreement. If Contractor will subcontract the services to a third party firm, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor. The County shall provide written approval of such third party subcontractors or the basis of withholding such approval provided Contractor shall not be responsible or liable for any delay caused by the County's delay in providing notice of approval.

14. **Subcontracting.**

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

(b) The Contractor is and shall remain primarily liable for the performance of services by subcontractors in accordance with this Agreement. The Contractor shall be primarily liable subject to the terms of this Agreement even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and

regardless of whether the use of such partners or subcontractors have been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors except as set forth herein. Subject to the terms of this Agreement, Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

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

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

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

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

(a) Contractor shall own its working papers and all intellectual property rights in and to the Deliverables and any other Materials (as defined below) that Contractor, the Contractor Subcontractors (defined below), or their respective personnel may make, conceive, develop, or create during or as a result of the Services ("Work Product"). Each party will continue to own Materials made, conceived, developed, or created by or for such party independent from, or prior to commencement of, the performance of Services under the applicable SOW and any intellectual property rights therein (collectively, the applicable party's "Background Materials"). Subject to County's compliance with this Agreement and the relevant SOW, Contractor grants to County under Contractor's intellectual property rights a non-exclusive, non-transferable license to use the Deliverables and Work Product delivered to County for County's business purposes only. For the avoidance of doubt, neither the Work Product nor Contractor's Background Materials include County's Confidential Information (as defined above) or County's Background Materials, both of which shall remain the sole and exclusive property of County. "Materials" means information, know-how, data and other technology, including works of authorship and other creations and ideas, databases, compilations, inventions, developments, software, firmware, and other computer programs (in source code, object code or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware.

16. **Indemnification; Defense; Cooperation.** (a) The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the County and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses") resulting from third party claims to the extent arising out of or in connection with the negligent acts or willful misconduct of the Contractor in the course of performing Services under this Agreement; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence, gross negligence, fraud or willful misconduct of the County, Department or their agents.



(b) 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 actual 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, provided, however, that any failure to give such notice will not waive any rights of the County except to the extent that the rights of Contractor are actually prejudiced or liability increased thereby; (B) the opportunity to take over, settle or defend such action, claim or suit, and (C) reasonable cooperation with Contractor in the defense of such action, claim or suit. County may join in the defense of such action, claim or suit and employ counsel at its own expense. Contractor may settle any such action, claim or suit without County's written consent unless such settlement: (a) does not include a release of all covered claims pending against County; (b) contains an admission of liability or wrongdoing by County; or (c) imposes any obligations upon County other than an obligation to cease using any infringing items.
- (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 its discretion: (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 similar quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of similar 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. THE FOREGOING IS CONTRACTOR'S ENTIRE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR ALL THIRD PARTY CLAIMS OF INFRINGEMENT, AND IS IN LIEU OF ANY OTHER OBLIGATIONS OR WARRANTIES REGARDING INFRINGEMENT, EXPRESS OR IMPLIED, BY CONTRACTOR TO CUSTOMER.
- (iii) Notwithstanding the foregoing, Contractor shall have no liability to Customer (or any other person) hereunder if: (i) the claim of infringement is based upon the use of any Deliverable provided by Contractor hereunder in connection or combination with equipment, devices or software not supplied by Contractor or used in a manner for which the Deliverable was not designed; (ii) Customer modifies the Deliverable and such infringement would not have occurred but for such modification, or uses the Deliverable in a patented process and there would be no infringement in the absence of

such practice; or (iii) the claim of infringement arises out of Contractor's compliance with written specifications provided by Customer and such infringement would not have occurred but for such compliance.

**(c) Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF CONTRACTOR UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT PAYABLE TO CONTRACTOR UNDER THE SOW UNDER WHICH SUCH LIABILITY AROSE, PROVIDED THAT THE COUNTY WILL REMAIN RESPONSIBLE FOR PAYMENT OF ANY FEES OWED BY COUNTY TO CONTRACTOR FOR SERVICES PROPERLY RENDERED BY CONTRACTOR IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITS OF LIABILITY SET FORTH IN THIS PARAGRAPH SHALL NOT LIMIT A PARTY'S LIABILITY TO THE EXTENT PROHIBITED BY LAW, FOR BODILY INJURY OR DEATH, NOR SHALL IT LIMIT A PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS SPECIFIED IN THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER INDIRECT LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES AND LOSS OF DATA), NOR FOR EXEMPLARY OR PUNITIVE DAMAGES. THESE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, (TORT), STRICT LIABILITY, OR OTHERWISE AND REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES AND/OR LOSSES.

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

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

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

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

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

18. **Termination.** (a) Generally. This Agreement or the relevant SOW may be terminated (i) for any reason by either party upon thirty (30) days' written notice, (ii) for "Cause" by the either party immediately upon the receipt 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. Termination of the Agreement shall not terminate a pending SOW unless expressly agreed otherwise among the parties. Upon termination, the County shall be responsible for and promptly pay Contractor all outstanding amounts due to Contractor.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement or the relevant SOW; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement or the relevant SOW 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) In the event of a breach either party of this Agreement or a SOW that is not cured within thirty (30) days of written notice, the non-breaching party may suspend its obligations under the Agreement or corresponding SOW until such time as the default is remedied by the other party.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement or a relevant SOW, the Contractor and County may mutually agree to a transition services plan 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. The fees and scope of such transition services shall be subject to a separate written agreement among the Contractor and the Department.

19. **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence regarding fees and expenses, 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, upon prior written notice to Contractor, be available for audit and inspection on a confidential basis by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

21. **Work Performance Liability.** Each party is and shall remain primarily liable for the performance of services in accordance this Agreement irrespective of whether such party is using an Agent to perform this Agreement, and irrespective of whether the use of such Agent has been approved by the County.

County's Undertakings. In addition to County's responsibilities set forth in this Agreement and a relevant SOW, County agrees:

- a. County has or will obtain all necessary rights in and to any information, software, applications, systems and properties necessary for Contractor to perform the Services.
- b. County shall provide Contractor with sufficient working space as well as such access to County's facility as Contractor reasonably deems necessary for the performance of the Services, subject to the Department's policies and procedure regarding security and access to facilities provided by Department to Contractor in advance.
- c. County will provide Contractor with: (i) full and free use of data communications and telecommunication systems and facilities to the extent necessary to perform the Services; and (ii) the right, under County's license(s) or other agreements with any third-party vendor to access and utilize any software or hardware product to the extent necessary for Contractor to perform the Services.
- d. County agrees that if and to the extent Contractor's provision of the Services are dependent upon participation by County's staff, such staff shall possess the appropriate skills, experience and authority for the tasks assigned to them and they will be available at such times as are agreed by the Parties.
- e. County acknowledges that County's timely provision of and access to office accommodations, facilities, documentation, equipment (including suitably configured computer products), assistance, cooperation and complete and accurate information, timely issue resolution, and data and availability from its officers, agents, and employees are essential to performance of the Services. Contractor shall not be liable for any deficiency or delay in performing the Services if and to the extent such deficiency or delay results from County's failure to provide its support and the support of its staff in accordance with this provision. If County fails to provide such support, Contractor may alter pricing and the delivery/performance schedule for the affected Services and Deliverables.



22. **Non-disparagement.** During the term of this Agreement and thereafter, each of the Parties agrees not to make any statements to any third party nor take any action to disparage or defame the other; provided however, that this Section shall not apply in connection to statements made in any legal action, arbitration, mediation or any other proceeding brought by one of the Parties to enforce the terms of the Agreement.

23. **Non-Solicitation.** Contractor and County agree that during the term that any Service is provided under this Agreement and for a period of one (1) year thereafter, neither shall solicit for employment or retention as an independent contractor any employee or former employee of the other or of or any County-approved subcontractor who provided any Services pursuant to this Agreement. "Solicit" shall not be deemed to include advertising in newspapers, web sites or trade publications available to the public not specifically targeted to the other Party's or any County-approved subcontractor's employees.

24. **Compliance with Export Controls laws and FCPA.** Each Party agrees to comply with all relevant export laws and regulations of the United States, any other applicable country and of any applicable manufacturer to assure that neither any software deliverable, if any, nor any product or good is (1) exported, directly or indirectly, in violation of any import or export laws or (2) is intended to be used for any purposes prohibited by any import or export laws, including without limitation, nuclear, chemical, or biological weapons proliferation. As applicable to any transaction under this Agreement each Party agrees to comply with the U.S. Foreign Corrupt Practices Act (15 U.S.C. 78(dd)(i) et seq., as the same may be amended) and with the anti-bribery laws and regulations of any other country having jurisdiction over the transactions contemplated hereby.

25. **Third Party Products.** If any deliverable includes third party product, Contractor hereby agrees to transfer or to cause its County-approved subcontractor to transfer to County, to the extent it is legally permitted to do so, all warranties associated with such product or to otherwise arrange for the direct purchase by County of such product. Neither Contractor nor any County-approved subcontractor makes any independent representations or warranties whatsoever with respect to any third party product. Any vendor warranty applicable to third party product shall constitute the exclusive remedy of County with respect thereto. Any software that is not owned by Contractor or its County-approved subcontractor and is provided under this Agreement is subject to the license terms that are provided with it. All such third party software license terms are established directly between the County and the owner or licensor of such software. Unless Contractor or its County-approved subcontractor is identified as the owner or licensor of any software, neither Contractor nor its County-approved subcontractor is a party to any software license terms and neither Contractor nor its County-approved subcontractor makes any warranties or representations related to the ownership, use or operation of such software.

26. **Dispute Resolution.** In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement, any Purchase Order or SOW (including disputes as to the creation, validity, interpretation, breach or termination of this Agreement) (each a "Dispute"), then upon the request of either Party, each of the Parties will appoint a senior business executive whose task it will be to meet with the other Party's senior business executive for purposes of resolving the Dispute. Such executives will act promptly and in good faith to resolve such matter amicably and without the involvement of third parties. If, however, such persons are unable to resolve the Dispute within thirty (30) days following the initial request escalating the Dispute to management (or such longer period of time as the Parties may mutually agree in writing), either Party may refer the Dispute to courts of the State of New York ("Courts").

27. **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 convenience. 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.

28. **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 and also a copy of such notice shall be sent to: Marcum LLP, Office of the General Counsel, 750 Third Avenue, New York, NY 10017, Attention: Leslie Adler, General Counsel.

29. **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.

(e) Neither Party shall be in default or otherwise liable for any delay in or failure of its obligations or performance under this Agreement where such delay or failure arises by reason beyond a Parties reasonable control "Force Majeure Event" which includes without limitation any Act of God, impossibility, impracticability, acts, regulations or restrictions of any government or any governmental body, acts of the common enemy, the elements, strikes, civil unrest, or labor disputes,

failures of performance by the other Party or other similar or dissimilar cause beyond the control of such Party; provided, however, that such events shall in no case excuse the payment obligations of either Party under this Agreement (in the case of County, for services received).

30. **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.

31. **Appendices, Exhibits and Attachments.**

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

- (i) Appendix EE: Equal Employment Opportunities for Minorities and Women
- (ii) Appendix L: Certificate of Compliance
- (iii) Appendix A: Scope of Services
- (iv) Appendix B: Cost of Services

32. **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.

33. **Financial Deterioration of Contractor.** In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor may, in Contractor's sole discretion and upon full payment by County of all amounts due or outstanding, (i) make provision for the continued support under similar terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s).

34. **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). By its signature below, the County confirms that it has obtained and secured all requisite consents, approvals, actions and permissions to enter into and perform this Agreement and this Agreement constitutes a valid, legally binding obligation of the County enforceable in accordance with its terms. By its signature to a relevant SOW, the Department confirms that it has obtained and secured all requisite consents, approvals, actions and permissions to enter into and perform the relevant SOW and the SOW constitutes a valid, legally binding obligation of the Department enforceable in accordance with its terms.

(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.

35. Entire Agreement. This Agreement and the relevant SOW 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.

MARCUM TECHNOLOGY LLC

By: [Signature]

Name: Peter Rothman

Title: Chief Operating Officer

Date: 6/28/2020

NASSAU COUNTY

By: [Signature]

Name: Tatum J. Fox

Title: County Executive

☒ Deputy County Executive

Date: 1/15/2021

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 28<sup>th</sup> day of AUGUST in the year 2020 before me personally came PETER D. ROTHMAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the CHIEF OPERATING OFFICER of MARCONI TECHNOLOGY LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

EDWARD SCICCHITANO  
Notary Public, State of New York  
No. 01SC6170390  
Qualified in Nassau County  
Commission Expires 07/09/20 22

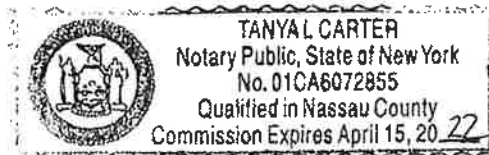
STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 15 day of January in the year 2021 before me personally came Tatum J. Fox to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs

simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as

provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director

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

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

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

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

Appendix L  
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Peter Scavuzzo \_\_\_\_\_ (Name)

\_\_\_10 Melville Park Road, Melville NY 11747\_\_\_ (Address)

\_\_\_631-414-4800\_\_\_ (Telephone Number)

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

---

---

---

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

---



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

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

Dated

8/28/2020

Signature of Chief Executive Officer

Peter Scavuzzo  
Name of Chief Executive Officer

Sworn to before me this

28<sup>th</sup> day of August, 2020

Notary Public

EDWARD SCICCHITANO  
Notary Public, State of New York  
No. 01SC6170390  
Qualified in Nassau County  
Commission Expires 07/09/2022

## APPENDIX A

### SCOPE OF SERVICES

The Contract shall provide pre-scheduled, by-appointment-only on-site and/or remote Services to facilitate various projects and activities at the Department's direction.

The work may include, but is not limited to Planning, Analysis, Design and Execution of the yet-to-be-defined initiatives.

Prior to the start of this Agreement, the Department will identify to Contractor in writing a person (or persons) to be the point of contact. All engagement communications will be addressed to such point of contact(s).

The parties acknowledge this Agreement is not a guarantee of response time for unplanned/ad-hoc, on-demand dispatched resources. SOWs shall be reviewed and scheduled by the parties to determine appropriate resources, with skills matched to the work requested, as described further below.

#### **Individual Statements of Work**

When the Department has a project requiring Services, an SOW describing in detail the project requiring Services will be issued to the Contractor.

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor's personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the parties will mutually agree to amend the Agreement to extend the term for the period the Contractor's personnel are needed to complete the project under the SOW.

Each SOW will provide the following details:

- Project scope.
- Tangible Deliverables.
- Qualification Level of personnel needed to perform the Services.
- Estimated hours.
- Specifications or "success criteria" for the Services and Deliverables.
- Time schedule, if any, for the delivery of the Services and Deliverables.
- Any other terms or conditions that the Parties desire to attach to the provision of the Services and Deliverables.

Based on this information and any other information reasonably requested by Contractor, Contractor may prepare a SOW for such Services. Contractor shall not be bound to provide any SOW or may provide a SOW that does not meet all or any of the descriptions or criteria provided by Customer if Contractor, in its sole reasonable judgment, deems it inadvisable to do so.

If Contractor and Customer agree on the terms of a SOW, then Contractor will perform only the Services identified in such SOW pursuant to the terms and conditions of the Agreement and the applicable SOW. There will be no Purchase Orders issued in connection with this Agreement.

### **Deliverables**

Deliverables, as used herein are the tangible written materials prepared expressly for and delivered to Department (the "Deliverables"). Contractor shall own its working papers and all intellectual property rights in and to the Deliverables and any other Materials (as defined below) that Contractor (defined below), or their respective personnel may make, conceive, develop, or create during or as a result of the Services ("Work Product"). Each party will continue to own Materials made, conceived, developed, or created by or for such party independent from, or prior to commencement of, the performance of Services under the applicable SOW and any intellectual property rights therein (collectively, the applicable party's "Background Materials"). Subject to County's compliance with this Agreement and the relevant SOW, Contractor grants to County under Contractor's intellectual property rights a non-exclusive, non-transferable license to use the Deliverables and Work Product delivered to County for County's business purposes only. For the avoidance of doubt, neither the Work Product nor Contractor's Background Materials include County's Confidential Information (as defined below) or County's Background Materials, both of which shall remain the sole and exclusive property of County. "Materials" means information, know-how, data and other technology, including works of authorship and other creations and ideas, databases, compilations, inventions, developments, software, firmware, and other computer programs (in source code, object code or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware.

### **Change Management Request**

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

No work requested in the Change Management Request may be performed until the Change Management Request has been approved and signed by both the Department and the Contractor. However, a Change Management Request may require an amendment or advisement of the Agreement. In the case where an amendment or advisement of the Agreement is required, no work may be performed until the amendment or advisement have been fully approved and executed by the County and certified by the Clerk of the Legislature.

The Change Management Request will state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule and the appropriate approval signatures. The Change Management Request must also specify any changes to the completion deadlines specified in the SOW.

## APPENDIX B

### COST PROPOSAL

Professional Services prices are based on work performed during Monday – Friday. Work performed on a Saturday or Sunday, or on holidays, will be charged at 1.5 hours per hour worked.

Services will be billed at a minimum of four hours and in one-hour increments thereafter.

#### Professional Services Rates<sup>1</sup>

<u>Qualification Level</u>	<u>Business Hours Rate</u>	<u>Off Hours Rate</u>
Engineer	\$200.00	\$300.00
Senior Engineer	\$250.00	\$375.00
Solutions Engineer	\$225.00	\$338.00
Sr. Project Manager	\$225.00	\$338.00

County hereby agrees to pay Contractor all the compensation for the Services agreed to by County and Contractor in an agreed SOW.

---

<sup>1</sup> Hourly rates are inclusive of all costs including but not limited to insurance, profit, overhead and all related travel expenses within the Metro-New York area. Any expenses incurred for travel outside of the Metro-New York area are subject to the advance written approval of the Department.