



Certified: --

E-81-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE JUNE 8, 2026
3:32 PM

NIFS ID: CQIT26000001

Capital:

Contract ID #: **CQIT26000001**

NIFS Entry Date: **02/25/2026**

Department: Information Technology

Service: **Supplemental Staffing Services**

Term: **3 years from execution date; 2 year optional extension**

Contract Delayed:

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

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

| Vendor/Municipality Info: | |
|---|-----------------------|
| Name: William W. Professional Staffing LLC | ID#: 263810798 |
| Main Address: 276 5th Avenue Suite-704-1395 New York, NY 10001 | |
| Main Contact: Shawndetta Miller | |
| Main Phone: (212) 804-7908 | |

| Department: |
|--|
| Contact Name: Nancy Stanton ****Final copies to Rosemarie Torla**** |
| Address: 240 Old Country Road, Mineola, NY 11540 |
| Phone: (516) 571-4451 |
| Email: rtorla@nassaucountyny.gov |

Contract Summary

Purpose: NCIT identified a need for individual and/or project related, technical expertise in the form of supplemental staffing services (the "Services"). The Supplemental Staffing Services contracts will expedite the procurement of such Services, that may be required in certain urgent situations, or on an 'as needed' basis, to address our rapidly changing technological environment and to support advanced technologies, utilizing skills and expertise not otherwise available with County employees. To meet these needs NCIT established this contract with five vendors who are qualified to provide a minimum of ten or more of the required supplemental staffing services to NCIT. William W. Pro Staffing LLC., is one of those vendors. This agreement enables William W. Pro Staffing LLC., to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services.

Procurement History: The Contract was entered into after a written request for proposals was issued on March 17, 2025. Potential proposers were made aware of the availability of the RFP by advertisement in NY Post, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on May 14, 2025. Sixty-six proposals

were received and evaluated. The evaluation committee consisted of: Rosemarie Torla (IT), Joseph Jacovina (IT), Andrew Lester (IT), Erick Bautista (IT), and Julie Curtis (IT). The proposals were scored and ranked. As a result of the scoring and ranking, five vendors were selected. The RFP # is IT0317-2507 and the STS reference # is 11491.

Description of General Provisions: NCIT may identify a need for individual or project related supplemental staffing "Services" and may issue SOWs (Statement of Work) on an as-needed basis to satisfy those needs.

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

Impact on Funding / Price Analysis: 250,000

Change in Contract from Prior Procurement: NA

Method of Source Selection:

- Request For Proposals awarded to proposer offering best value

RFP #: IT3017-2507

Advertised On: 03/14/2025

Advertised In: Bid Board, Official Newspaper

Proposals Due On: 05/14/2025

Number of proposals received: 65

Evaluation Committee members: Rosemarie Torla (IT), Joseph Jacovina (IT Deputy Commissioner), Andrew Lester (IT Deputy Commissioner), Julie Curtis (IT), Erick Bautista (IT)

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.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

The Committee agreed that it was not feasible to look for the 'lowest' prices, as the best pricing. The prices are hourly rates paid to consultants. In New York City and Nassau County specifically, consulting rates are much higher than most if not all, other states. In addition, there is a requirement for the consultants to work on site, therefore working remotely at a lower rate was not feasible. Therefore, we could not base our selection on the lowest price, especially when we observed that many of the hourly rates proposed were significantly lower than the rates we currently pay. Our approach was to take the average of the rates submitted by all vendors, as a benchmark. Not surprisingly, the average pricing was in line with the rates we currently pay our consultants, for each category. We created a matrix of pricing that included the hourly rates of the 33 categories, for each 'level' of expertise, for every vendor that went to the Round two. The matrix was 'conditionally color coded, allowing us to visually compare pricing from vendor to vendor. By working with this matrix it allowed us to eliminate very low 'unrealistic', and very high pricing relatively quickly; and that allowed us to use pricing as a criteria for our selection process.

MWBE Participation:

Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

Vendor will not require any subcontractors.

Contractor is a (check all that apply):

MWBE

SDVOB

Recommendation: Approve as Submitted

Advisement Information

| Fund | Control | Resp. Center | Object | Index Code | Sub Object | Budget Code | Line | Amount |
|--------------|---------|--------------|--------|------------|------------|------------------|------|--------------------|
| GEN | 10 | 1000 | DE | ITGEN-1000 | DE505 | ITGEN-1000 DE505 | 01 | \$75,000.00 |
| TOTAL | | | | | | | | \$75,000.00 |

| Additional Info | |
|---------------------|--|
| Blanket Encumbrance | |
| Transaction | |
| Renewal | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|-------------------|--------------------|
| Revenue Contract: | |
| County | \$75,000.00 |
| Federal | \$0.00 |
| State | \$0.00 |
| Capital | \$0.00 |
| Other | \$0.00 |
| Total | \$75,000.00 |

Routing Slip

| Department | | | |
|---------------------------------|---------------------|--------------------|-------------|
| NIFS Entry | Rosemarie Torla | 02/25/2026 03:53PM | Approved |
| NIFS Final Approval | Nancy Stanton | 02/27/2026 01:05PM | Approved |
| Final Approval | Nancy Stanton | 02/27/2026 01:05PM | Approved |
| County Attorney | | | |
| Approval as to Form | Julie Silverstein | 03/03/2026 03:43PM | Approved |
| RE & Insurance Verification | Grady Farnan | 02/27/2026 02:06PM | Approved |
| NIFS Approval | Mary Nori | 04/30/2026 02:24PM | Approved |
| Final Approval | Mary Nori | 04/30/2026 02:24PM | Approved |
| OMB | | | |
| NIFS Approval | Nadiya Gumieniak | 04/14/2026 10:54AM | Approved |
| NIFA Approval | Irfan Qureshi | 04/27/2026 11:34AM | Approved |
| Final Approval | Irfan Qureshi | 04/27/2026 11:34AM | Approved |
| Compliance & Vertical DCE | | | |
| Procurement Compliance Approval | Benjamin Fischer | 05/13/2026 10:46AM | Approved |
| DCE Compliance Approval | Robert Cleary | 05/29/2026 03:49PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 06/08/2026 03:16PM | Approved |
| Final Approval | Arthur Walsh | 06/08/2026 03:16PM | Approved |
| Legislative Affairs Review | | | |
| Final Approval | Christopher Leimone | 06/08/2026 03:23PM | Approved |
| Legislature | | | |
| Final Approval | | | In Progress |
| Comptroller | | | |
| Claims Approval | | | Pending |
| Legal Approval | | | Pending |

| | | | |
|----------------------------|--|--|---------|
| Accounting / NIFS Approval | | | Pending |
| Deputy Approval | | | Pending |
| Final Approval | | | Pending |
| NIFA | | | |
| NIFA Approval | | | Pending |

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND WILLIAM W. PROFESSIONAL STAFFING LLC

WHEREAS, the County has negotiated a personal services agreement with William W. Professional Staffing LLC, to provide professional technological services and 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 agreement with William W. Professional Staffing LLC.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, NY 11501 (the "Department"), and William W. Professional Staffing LLC, having its principal office at 276 5th Avenue, (Suite 704-1395), New York, New York 10001 (the "Contractor").

W I T N E S S E T H:

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

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

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 premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term.**

(a) 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 sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two

(2) year period (the "Renewal Term"), for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract.

(b) The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services.**

(a) The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to providing information technology supplemental staffing services (the "Services") as described in detail in Exhibit A ("Scope of Services & Procedures") attached hereto and incorporated herein by reference.

(b) Renewal Services: Services to be provided during the renewal period shall remain the same unless otherwise stipulated, and agreed upon in writing, signed and agreed to by both parties.

3) **Payment.**

(a) **Amount of Consideration.** The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed **Two Hundred and Fifty Thousand (\$250,000) DOLLARS** (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses.

(b) **Partial Encumbrance.** The Contractor acknowledges that the County will partially

encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be, **Seventy-Five Thousand (\$75,000)** DOLLARS. 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.

- (c) The Contractor shall not perform any work under the Agreement unless the County authorizes specific tasks on a Statement of Work (“SOW”), authorized by the County in writing, and agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds sufficient to cover all work to be performed pursuant to such SOW.
- (d) The County shall have no liability under this Agreement for any work performed (I) that was not authorized by an SOW, (ii) where the Contractor's costs exceed the amount authorized, (iii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iv) where the Contractor's costs exceed the amount/rates specified in **EXHIBIT B** (“Cost Schedule”).
- (e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.
- (f) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (I) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the “Comptroller”).

Timing of Payment Claims. The Contractor shall submit claims no later than Forty-five (45) days following the County’s receipt of the services that are the subject of the claim and no more frequently than once a month.

- (h) **No Duplication of Payments.** Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.
- (i) **Payments in Connection with Termination or Notice of Termination.** Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for

services that were (is) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

- (j) **Payment Methodology.** All invoices/claims shall be presented to the County through the Vendor Portal “Disclosures and Claims” applications on the Nassau County website. The vendor is responsible for maintaining accurate payment information on the Vendor Portal, to ensure payments can be properly submitted by the County.

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

- (a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:
 - (i) Stop or suspend the work for a specific period of time, or
 - (ii) Cancel the Stop Work Order and continue work on an SOW, or
 - (iii) Terminate the work covered by the Stop Work Order
- (b) The County will issue a written order for the Contractor to resume work (“Return to Work Order”). If a Return to Work Order is issued, the Contractor shall resume working on the SOW. The County may make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW may 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 deliverable(s) for an SOW.
 - (iii) Any other reason the County deems necessary and appropriate.
- (c) If a Return to Work Order is not issued, and the work covered by the Stop Work Order is terminated, the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.
 - (d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5) **Acceptance Criteria**

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

development of application or systems software, all software source and object code is the property of Nassau County.

- (b) In the event that an SOW defines the need for the Contractor to provide specific Deliverable(s), Nassau County Department of Information Technology ("NCIT") shall notify the Contractor following installation of such Deliverable(s), if the Deliverable(s) are not acceptable. The notice shall specify in reasonable detail the reason(s) Deliverable(s) are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or noncompliance with the specifications was not reasonably ascertainable upon initial inspection.
- (c) If the Contractor fails to promptly cure a defect or replace the Deliverable(s), NCIT reserves the right to:
- Cancel the SOW
 - Terminate this Agreement
 - Contract with a different Contractor for the Services
 - Invoice the original Contractor for any differential in price between the original SOW price and the price charged by the new Contractor.
- (d) When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.
- 7) **Non-Completion.** Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.
- 8) **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 Contractors (a "Contractors 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).
- 9) **No Arrears, Default and/or Claims.** The Contractor represents it 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 but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

10) **Compliance With Law.**

(a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Appendix D (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. 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.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

11) **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.

- 12) **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.
- 13) **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:
 - (a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
 - (b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.
- 14) **Vendor Code of Ethics.** By executing this Agreement, the Contractor hereby certifies and covenants that:
 - (a) 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;
 - (b) 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;
 - (c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
 - (d) 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;
 - (e) 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;

- (f) 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; and
- (g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

15) **Minimum Service Standards.** Regardless of whether required by Law:

- (a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
- (c) 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, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

16) **Contractor Personnel**

- (a) The Contractor shall require all Contractor personnel providing Services under this Agreement to comply with all security requirements of the County.
- (b) **Key Personnel**
 - i) The Contractor made a representation that it will provide personnel to provide Services under this Agreement that have unique skills, knowledge, training, and experience ("Key Personnel"). The Contractor acknowledges that its representation that it will engage and employ such Key Personnel to perform the Services was a material consideration in the award of this Agreement to the Contractor. Except as otherwise agreed by the parties in writing, the Contractor's engagement and employment of Key Personnel to perform the Services 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 are fulfilled under the Agreement. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the Contractor's control, as permitted by the County.

- iii) Within five (5) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which appointment is subject to approval by the County, not to be unreasonably withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such a transition period, including through other Contractor resources providing services remotely. The Contractor shall deploy commercially reasonable efforts to ensure a smooth transition between the departing and newly-assigned individuals at no additional cost to the County, which transition must include the provision of knowledge transfer documentation, cooperation between the former and newly-assigned individuals, and an overlap, to the extent possible, in the assignment of the former and newly-assigned individual for a duration of a maximum of ten (10) business days, unless County consents to a longer period.
- iv) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of the County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the project.

17) **Right to Works/Ownership of Work Product/Copyright.**

- (a) The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.
- (b) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.
- (c) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

- (d) the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.
- (e) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

18) **Confidentiality.**

- (a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.
- (b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;
- (c) If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.
- (d) **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII

related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

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

19) **Indemnification; Defense; Cooperation.**

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

(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

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

(d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

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

- (f) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.
- (g) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
- (h) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.
- i) The provisions of this Section shall survive the termination of this Agreement.

20) **Insurance.**

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

- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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 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.

21) **Warranty**.

- (a) Contractor warrants and represents full ownership, clear title free of all lines, and/or that Contractor has obtained on behalf of the County perpetual license rights set forth herein to use any Deliverable. The contractor shall indemnify the County for any loss, damage or actions arising from a breach of this warranty. The County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve the Contractor of liability under this warranty.
- (b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Project Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.
- (c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the

Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

- (d) The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.
- (e) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.
- (f) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual Deliverables, if any.
- (g) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. The Contractor shall not be responsible for coordinating services under the manufacturer's warranty after the expiration of the Project Warranty Period.
- (h) The warranties set forth herein shall survive any termination of the Agreement with respect to an SOW in accordance with the stated warranty term(s).

22) **Assignment; Amendment; Waiver.** This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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.

23) **Subcontracting.**

- (a) The Contractor shall only subcontract work in conformance with Sections 16 of this Agreement.
- (b) The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the

Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

- (c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and/or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.
- (d) The Contractor 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.
- (e) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.
- (f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

24) **Termination.**

- a) **Generally.** This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.
- b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.
- c) **By the Contractor:** This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

- d) **Contractor Assistance Upon Termination.** In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 25) **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 26) **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 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- b) **Time Limitation.** Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 27) **Work Performance Liability.** The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 28) **Data Breach:**

- a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide “Initial Notice” to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
 - i) Date and time of the breach;
 - ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
 - iii) The nature and extent of the breach;
 - iv) The Contractor’s proposed plan to investigate and remediate the breach.

- b) Upon discovery by the Contractor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

- c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

- d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

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

- 30) **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
 - a) in writing to the above referenced addresses and in compliance with the below,
 - 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,
 - iv) 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

- (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
- (2) 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,
- (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
- (4) 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.

31) **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.

32) **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.

33) **Appendices, Exhibits and Attachments.**

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

- (a) Exhibit A: Scope of Services & Procedures
- (b) Exhibit B: Cost Schedule
- (c) Appendix A: Supplemental Staffing Support Services Categories
- (d) Appendix C: Non-Disclosure Agreement (NDA)
- (e) Appendix EE: Equal Employment Opportunities for Minorities and Women
- (f) Appendix L: Certificate of Compliance

- 34) **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge 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 in accordance with the following schedule:

| Value of Contract | Administrative Fee |
|-----------------------------|--------------------|
| (a) \$0-\$10,000 | \$0 |
| (b) Over \$10,000-\$50,000 | \$160 |
| (c) Over \$50,000-\$100,000 | \$266 |
| (d) Over \$100,000 | \$533 |

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

- 36) **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:
- all County approvals have been obtained, including, if required, approval by the County Legislature, and
 - this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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

- 38) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

- 39) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
- 40) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.
- 41) **Participation By Political Subdivisions, “PIGGY BACKING”:** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies “to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein.....” Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

VENDOR NAME

By: Shawndetta Miller

Name: Shawndetta Miller

Title: President and CEO

Date: January 29th 2026

NASSAU COUNTY

By: _____

Name: _____

Title:

_____, County Executive
(or) ____, Chief Deputy County Executive
(or) ____, Deputy County Executive

Date: _____

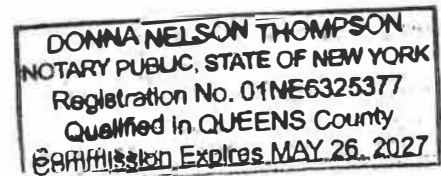
STATE OF NEW YORK)

Queens)ss.:

COUNTY OF ~~NASSAU~~

On the 29th day of January in the year 2026 before me personally came Shawndetta Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the President and CEO of William W. Professional Staffing, 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.

Donna Nelson Thompson
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

EXHIBIT A

SCOPE OF SERVICES & PROCEDURES

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

Upon execution of this Agreement, from time to time, NCIT may identify a need for individual, or project related Supplemental Staffing Services. NCIT may issue an SOW for a project requiring Supplemental Staffing Services. The SOW will describe in detail which of the thirty-three (33) Support Service Categories and levels NCIT requires as well as a detailed description of the requirements. Support Service Categories are described in detail in **Appendix A (“Supplemental Staffing Support Service Categories”)**. NCIT will send the SOW to those Contractors previously identified as able to provide the Supplemental Staffing Services required for the specific Support Service Category(ies) required for the SOW as identified in **Appendix A**.

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

Contractors shall review the SOW and submit offers to provide the Supplemental Staffing Services identified under the SOW, indicate an hourly rate that is equal to or less than the rate indicated in **Exhibit B – Cost or Services**. Contractors must also submit resume(s) of personnel being proposed in response to the SOW, which will demonstrate the skills and skill ‘Level’ of the proposed personnels’, years of experience relative to the exact “Support Service Category” identified under the SOW. NCIT may, in its discretion, select one or more Contractors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Contractors to provide Supplemental Staffing Services under the SOW.

Individual Statements of Work

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

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor’s personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to extend the term of the “Agreement”, as provided for in section 24.d, **Contractor Assistance Upon Termination**, the period the Contractor’s personnel continue to provide services to NCIT. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services, including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

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

Contractor Reporting/Documentation

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

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

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

Other Considerations

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

The Contractor is responsible for validating that all personnel proposed to work under an SOW have the skills and experience identified on the resumes, whether by testing for specific skill sets or through thorough interviews performed by a Subject Matter Expert (SME) with knowledge of the requested "Support Service Category". Vendors are responsible for ensuring the proposed personnel are qualified to perform the task(s) and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Contractor shall provide a replacement acceptable to the County.

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

NCIT will provide the necessary computer equipment and computer resources to meet the project

requirements unless otherwise stated in the SOW.

Pricing Schedule (Total Firm Fixed Prices)

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

Contractor Performance Criteria

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

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

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

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

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

This includes, but is not limited to the Minimum Service Standards outlined in Section 15 above.

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

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

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

Personnel Substitution.

The Contractor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Contractor shall provide notice to NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove of the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

Contractor Disqualification

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

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

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

Deliverables

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

Change Management Request

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

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

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

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

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

EXHIBIT B COST SCHEDULE

Support Service Categories

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

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

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

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

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

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

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

The Rates for this Agreement will remain firm for the life of the Agreement. The County is not responsible to pay an increased rate to personnel who, while working on a project under an existing SOW, becomes eligible for a rate increase based on a promotion to a higher Qualification Level,. This does not preclude any Contractor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

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

| Service Category Number | IT Service Category | Level 1 Hourly Rate | Level 2 Hourly Rate | Level 3 Hourly Rate |
|--------------------------------|--|----------------------------|----------------------------|----------------------------|
| 1 | Labor Support Services | | | |
| 2 | ClericalSupport Services | 54.90 | 65.10 | 75.85 |
| 3 | Help Desk Support Services | 68.45 | 80.25 | 94.10 |
| 4 | Desktop Support Services | 70.88 | 84.40 | 97.75 |
| 5 | Database Management Services | 108.20 | 127.40 | 148.55 |
| 6 | EDMS Services | 66.50 | 78.90 | 92.25 |
| 7 | IT Training Services | 69.60 | 82.15 | 96.45 |
| 8 | Electronic Commerce/EDI Services | 86.75 | 102.10 | 118.95 |
| 9 | Project Management Services | 112.33 | 133.40 | 157.10 |
| 10 | Microsoft Exchange Services | 92.20 | 106.30 | 123.50 |
| 11 | Computer Programming Services | 94.80 | 112.85 | 132.60 |
| 12 | System Programming Services | 102.25 | 127.80 | 148.25 |
| 13 | GIS Services | 87.45 | 103.55 | 121.70 |
| 14 | IT Support Staff Services - Data Center | 75.35 | 86.20 | 99.45 |
| 15 | Network Security Services | 118.65 | 142.10 | 166.85 |
| 16 | Computer Systems Security Services | 118.65 | 142.10 | 166.85 |
| 17 | Telecommunication Services (Analog | 81.70 | 96.25 | 112.35 |
| 18 | Technical Writing Services | 74.55 | 86.90 | 101.10 |
| 19 | Computer Systems Analysis Support | 92.40 | 109.25 | 127.85 |
| 20 | Unix and Linux System Administration | 96.60 | 113.45 | 133.75 |
| 21 | Web Environment Services | 92.10 | 109.95 | 128.60 |
| 22 | Software Engineering Services | 108.85 | 132.40 | 158.75 |
| 23 | Database Technical Services | 101.35 | 122.75 | 143.80 |
| 24 | Application Services for Servers/Blades | 97.55 | 118.90 | 138.10 |
| 25 | Wiring Technical Services | 75.15 | 86.85 | 99.95 |
| 26 | Wireless Networking Services | 92.35 | 108.55 | 125.40 |
| 27 | Network Support Services | 91.45 | 106.60 | 123.35 |
| 28 | Server Support Services | 91.10 | 105.75 | 122.25 |
| 29 | Project Support Services | 75.65 | 89.10 | 104.95 |
| 30 | People Soft Support Services | 120.25 | 145.80 | 175.50 |
| 32 | Information Technology Accouting Support | 80.45 | 95.70 | 111.85 |
| 33 | Radio Technology Support "Motorola" | 125.90 | 153.25 | 183.60 |

**APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

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|---|
| Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders provided their best rate in the columns in Appendix A Cost Proposal or a duplicate of the chart in Appendix A based on the following: |
| Level 1 – Individuals with three (3) or more years but less than five (5) years’ experience within the specific Support Service Category. |
| Level 2 – Individuals with five (5) or more years but less than ten (10) years’ experience within the specific Support Service Category. |
| Level 3 – Individuals with ten (10) or more years’ experience within the specific Support Service Category. |

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

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

**APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

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

**APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

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

**APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

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

**APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

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

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

| Service Category Number | Service Category | Description |
|-------------------------|--|---|
| 19 | Computer Systems Analysis Support Services | Analysis of Nassau County’s current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation. |
| 20 | Unix and Linux System Administration Services | Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/ component updates. |
| 21 | Web Environment Services | <ul style="list-style-type: none"> • PHP Development <ul style="list-style-type: none"> ○ Build and maintain dynamic websites and backend scripts ○ Write clean, reusable, and efficient PHP code • Database Management <ul style="list-style-type: none"> ○ Design and manage MySQL databases ○ Write and optimize SQL queries • Basic Security Practices <ul style="list-style-type: none"> ○ Sanitize inputs and prevent SQL injection • JavaScript <ul style="list-style-type: none"> ○ Add interactivity and dynamic features to web pages ○ Use vanilla JavaScript for DOM manipulation, form validation, and AJAX requests |
| 22 | Software Engineering Services | Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API specs and code reviews. |
| 23 | Database Technical Services | Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review. |
| 24 | Application Services for Servers/Blades | Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County’s Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management. |

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SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

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

**APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

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

**APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

| Service Category Number | Service Category | Description |
|-------------------------|-------------------------------------|--|
| 30 | People Soft Support Services | <p>Highly experienced technical support for our Oracle PeopleSoft Enterprise HCM environment, versions 9.1 and 9.2, to ensure system reliability, compliance, and operational efficiency. The support provider must have at least ten (10) years of experience working with PeopleSoft applications, preferably within government agencies. Requires a deep understanding of HR and payroll compliance, and the ability to customize solutions based on our organization’s needs.</p> <p><u>Supported People Soft Modules:</u></p> <ul style="list-style-type: none"> • PeopleSoft Enterprise HCM Portal Pack – Support for portal configuration, user access management, and integration. • PeopleSoft Enterprise Payroll –payroll processing, tax updates, compliance with federal and state regulations, • PeopleSoft Enterprise Benefits Administration – complex benefits enrollment, eligibility processing, compliance with regulatory requirements, • PeopleSoft Enterprise Time and Labor – Maintenance and troubleshooting of time tracking, labor reporting, rules configuration, and system integrations. • PeopleSoft Enterprise Absence Management – leave policies, accrual calculations, approvals, shift management, forecasting balances • PeopleSoft Enterprise Human Resources – Employee records management, job data maintenance, position management <p><u>Scope of Support Services for each module:</u></p> <p>System Administration & Maintenance – Regular system health checks, patch management, and upgrades to ensure stability and security. Provide business and application expertise in the assessment and resolution of operational Production system, incidents and issues.</p> <p>Issue Resolution & Troubleshooting – Addressing system errors, data inconsistencies, and user-reported issues efficiently.</p> <p>Integration Support – Ensuring seamless data exchange with external systems, including payroll processors, benefits providers, and time-tracking tools.</p> <p>Compliance & Security – Implementing role-based security, auditing access controls, and ensuring compliance with industry regulations.</p> <p>Performance Optimization – Monitoring and optimizing system performance to enhance user experience and reduce downtime.</p> <ol style="list-style-type: none"> 1. End-User Training & Support – Providing knowledge transfer, training sessions, and documentation for internal teams. 2. Analysis and Documentation - Develop functional documentation and instructions for change management approval and production implementation 3. Queries and Report Development – based on business requirements 4. Collaboration, Project Lead, Cross-Training- Collaborates with team members, Functional and Technical Team Leads, DBAs System Administrators, Integrators, Network staff and external vendors as appropriate to coordinate, plan, solve problems, etc. Engage in cross- |

| | | |
|----|---|--|
| | | <p>training to leads in other functional areas</p> <p>5. Availability - Available as needed for batch processing support and system issues that occur during normal duty hours and off duty hours as required</p> <p>6. Production Support - Provide business and application expertise in the assessment and resolution of operational Production system, incidents and issues.</p> |
| 32 | Information Technology Accounting Support Services | <p>Basic and government accounting services for Information Technology functions. Tasks may include, but are not limited to, management of operating and capital funds, accounts payable, accounts receivable, budgets development, analysis, and oversight, projections, chargebacks, cost accounting, journal entries, grant and contract management.</p> |
| 33 | “Radio Technology Motorola” | <p>Familiarity with Motorola Premier One or Spillman Flex radio communication systems:</p> <ul style="list-style-type: none"> • ASTRO 25 (P25) - Mission-critical radio networks used by police and first responders. • APX Radios - Commonly used Motorola portable radios. • Motorola CAD (Computer-Aided Dispatch) Systems. • MCC 7500 Dispatch Consoles - IP-based dispatching systems. • Knowledge of P25 (Project 25) Standards, which ensure interoperability among public safety agencies. • Knowledge of FCC Rules and Regulations <p>Programming & Software Development – C, C++, C#, Java, C#/Net, ASP.NET – for integration, CAD, for API development, 911 call handling interfaces, radio technology integration.</p> <p>API Integration – Telecom Components History, 3rd party GIS/mapping, Hexagon/Infor Asset management inventory, CC AWARE API</p> <p>Network & Telecommunications Expertise – VOIP for 911 routing, radio frequency networking and trunked, conventional simulcast radio systems, VPNs and encrypted communications</p> <p>Cybersecurity & Compliance - CJIS (Criminal Justice Information Services) compliance, AES-256 encryption, FCC Licensing compliance, real-time monitoring of PS grade telecommunications</p> <p>AWS GovCloud, Azure Government, NG911 (Next Generation 911</p> |

APPENDIX C
Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made effective as of this 29th day of January, 2026 by and between the County of Nassau acting by and through its Department of Information Technology, (“Disclosing Party” or “County”) and William W. Professional Staffing LLC. (“Recipient” or “Contractor”), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number CQIT26000001, for Supplemental Staffing Services (“Agreement”); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.

The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

- (a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below (“Information”) acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.
- (b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County (“Confidential Information”). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County’s possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:
 - (i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;
 - (ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;
 - (iii) all information concerning the County’s computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;
 - (iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;
 - (v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;
 - (vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

- (viii) all information marked or identified as “confidential” or “proprietary” in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

- (a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor’s own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor’s obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.
- (b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor’s own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.
- (c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

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

Exclusions

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

Reporting

Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership

All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance

- (a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

- (b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.

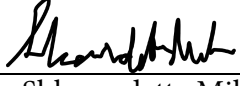
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.

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

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: William W. Professional Staffing, LLC

By: 
Name: Shhawndetta Miller
Title: CEO
Date: January 29, 2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

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.

Definitions:

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.

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 “**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, blueprints 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.

Rule:

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:

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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 arbitrator's 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.

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:

William W Professional Staffing (Name)
276 5th Avenue, New York NY 10001 (Address)
212-804-7908 (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) 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:

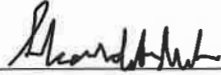
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action (HAS) x (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational 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.

January 29th 2026

Dated



Signature of Authorized Signatory

Shawndetta Miller

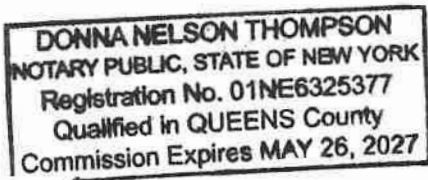
Name of Authorized Signatory

Sworn to before me this

29 day of January, 20 26.



Notary Public





Nassau County Interim Finance Authority

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

1. Vendor: William W. Professional Staffing LLC

2. Amount requiring NIFA approval: \$250,000.00

Amount to be encumbered: \$75,000.00

Slip Type: New

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

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

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

3. Contract Term: to 3 years from execution date; 2 year optional extension

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? | No |
| 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:

NCIT identified a need for individual and/or project related, technical expertise in the form of supplemental staffing services (the "Services"). The Supplemental Staffing Services contracts will expedite the procurement of such Services, that may be required in certain urgent situations, or on an 'as needed' basis, to address our rapidly changing technological environment and to support advanced technologies, utilizing skills and expertise not otherwise available with County employees. To meet these needs NCIT established this contract with five vendors who are qualified to provide a minimum of ten or more of the required supplemental staffing services to NCIT. William W. Pro Staffing LLC., is one of those vendors. This agreement enables William W. Pro Staffing LLC., to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services.

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

Nassau County Attorney as to form 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

04/27/2026

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.



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:
Shawndetta Miller [SMILLER@WILLIAMWPROSTAFF.COM]

Dated: 01/06/2026 10:04:56 pm

Vendor: William W. Professional Staffing LLC

Title: President & CEO

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Shawndetta Miller
Date of birth: 02/16/1973
Home address: 18510 DUNLOP AVENUE

| | | | | | |
|----------|---------------------|-------------------------------|-----------|---------------------|--------------|
| City: | <u>SAINT ALBANS</u> | State/Province/ Territory: | <u>NY</u> | Zip/Postal Code: | <u>11412</u> |
| Country: | <u>US</u> | | | | |

Business Address: 276 5TH AVENUE 704-135

| | | | | | |
|------------|-------------------|-------------------------------|-----------|---------------------|--------------|
| City: | <u>NEW YORK</u> | State/Province/ Territory: | <u>NY</u> | Zip/Postal Code: | <u>10001</u> |
| Country: | <u>US</u> | | | | |
| Telephone: | <u>3472769402</u> | | | | |

Other present address(es):

| | | | | | |
|------------|-----------|-------------------------------|--|---------------------|--------------|
| City: | | State/Province/ Territory: | | Zip/Postal Code: | <u>10001</u> |
| Country: | <u>US</u> | | | | |
| Telephone: | | | | | |

List of other addresses and telephone numbers attached

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

| | | | |
|-------------------------|-------------------|-------------|-------------------|
| President | <u>12/05/2008</u> | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | <u>12/05/2008</u> | Secretary | <u>01/02/2008</u> |
| Chief Financial Officer | <u>02/01/2008</u> | Partner | |
| Vice President | | | |
| (Other) | | | |

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

| |
|-------------------------------------|
| I am the owner / principal of WWPS. |
|-------------------------------------|

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.

Yes. See attached List of Entities. Within the past 3 years, Shawndetta Miller has been a principal owner and/or officer of other separately incorporated entities under common ownership, as listed in the attached List of Entities.

LIST OF ENTITIES

Owner: Shawndetta Miller

The following entities are separately incorporated businesses under common ownership. Shawndetta Miller owns 100% of each entity listed below.

1. William W. Professional Staffing LLC

Type of Business: Staffing and Recruiting

Ownership Percentage: 100%

2. Shanti Roze Fashion & Design LLC

Type of Business: Fashion / E-commerce

Ownership Percentage: 100%

3. CraftBytes Inc.

Type of Business: Digital Art / E-commerce

Ownership Percentage: 100%

4. KozyQuiltz Inc.

Type of Business: Bedding / E-commerce

Ownership Percentage: 100%

5. Tigress Sounds & Publishing Inc.

Type of Business: Publishing

Ownership Percentage: 100%

6. Happy Pet Happy Inc.

Type of Business: Pet Products / E-commerce

Ownership Percentage: 100%

These entities are affiliated through common ownership only. Except as may be otherwise disclosed, they are separately incorporated businesses and are not subsidiaries or parent companies of William W. Professional Staffing LLC. None of the listed entities will participate in the performance of this contract.

6 File(s) uploaded: CraftBytes Inc - Business Information .pdf, Happy Pet Happy - Business information .pdf, KOZYQUILTZ INC- business information.pdf, Keevister Inc - Business Information.pdf, Shanti Roze Fashion & Design - Business Information.pdf, TIGRESS SOUNDS & PUBLISHING business information .pdf

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

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.

Certain tax obligations and/or assessed charges were subject to timing and administrative resolution during the referenced period. All required tax returns have been filed, and any outstanding balances have been addressed, resolved, or are being handled through appropriate payment arrangements.

There has been no willful failure to file, no intent to evade taxes, and no unresolved enforcement actions. The business remains in good standing and continues to meet its ongoing federal, state, and local tax obligations.

I, , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

William W Professional Staffing

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Shawndetta Miller SMILLER@WILLIAMWPROSTAFF.COM

CEO

Title

03/27/2026 08:38:04 pm

Date

Business History Form

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

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

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

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

Date: 01/06/2026

1) Proposer's Legal Name: William W. Professional Staffing LLC

2) Address of Place of Business: 185-10 Dunlop Avenue

City: Saint Albans State/Province/Territory: NY Zip/Postal Code: 11412
Country: US

Address: 276 5th Avenue Suite-704-1395
City: New York State/Province/Territory: NY Zip/Postal Code: 10001
Country: US
Start Date: 09/02/2019 End Date: _____

3) Mailing Address (if different): 276 5th Avenue Suite-704-1395

City: new york State/Province/Territory: NY Zip/Postal Code: 10001
Country: US

Phone: (212) 804-7908

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

4) Dun and Bradstreet number: 33005337846

5) Federal I.D. Number: 263810798

6) The proposer is a: Sole Proprietorship (Describe) _____

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

YES NO If yes, please provide details:

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

YES NO If yes, please provide details:

Yes. See attached List of Entities. William W. Professional Staffing LLC is affiliated with other separately incorporated entities through common ownership. None of the listed entities are subsidiaries or parent companies of WWPS, and none will participate in the performance of this contract.

1. William W. Professional Staffing LLC

Type of Business: Staffing and Recruiting

Ownership Percentage: 100%

2. Shanti Roze Fashion & Design LLC

Type of Business: Fashion / E-commerce

Ownership Percentage: 100%

3. CraftBytes Inc.

Type of Business: Digital Art / E-commerce

Ownership Percentage: 100%

4. KozyQuiltz Inc.

Type of Business: Bedding / E-commerce

Ownership Percentage: 100%

5. Tigress Sounds & Publishing Inc.

Type of Business: Publishing

Ownership Percentage: 100%

6. Happy Pet Happy Inc

Type of Business: Pet Products / E-commerce

Ownership Percentage: 100%

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:

Yes. William W. Professional Staffing LLC has affiliates through common ownership. See attached List of Entities, which identifies each entity, business address, business type, and ownership percentage. None of the listed entities are parent or subsidiary companies of WWPS, and none will participate in the performance of this contract.

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 [X] 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 [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

17 Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

WWPS maintains strict internal controls, professional ethics, and separation of duties. All staff are required to disclose outside relationships, and WWPS will immediately notify Nassau County of any circumstance that could create a conflict or appearance of a conflict. These procedures ensure that no conflict of interest exists now or in the future.

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

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

YES [] NO [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;

12/05/2008

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.

William W. Professional Staffing LLC is a privately held, single-member limited liability company. The sole individual with any financial interest or ownership stake in the company is:

Name: Shawndetta Miller
Position: Founder, President & Chief Executive Officer
Ownership Interest: 100%
Address: 185-10 Dunlop Avenue, Saint Albans, NY 11412

There are no additional shareholders, members, partners (general or limited), investors, or individuals with direct or indirect financial interest in the company.

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

Name: Shawndetta Miller
Position: President & Chief Executive Officer
Address: 185-10 Dunlop Avenue, Saint Albans, NY 11412

No other officers or directors exist.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

10

vi) Annual revenue of firm;

738076.98

vii) Summary of relevant accomplishments

William W. Professional Staffing LLC (WWPS) has nearly two decades of experience providing high-quality staffing solutions across IT, administrative, technical, professional, and healthcare sectors nationwide. The firm has successfully supported public agencies, major government contractors, and private organizations with full-cycle recruiting, workforce augmentation, and project-based staffing. WWPS is known for its rigorous screening, rapid deployment capabilities, reliability, and strong client relationships. The company has delivered cleared IT resources, healthcare professionals, and technical specialists to clients with time-sensitive, mission-critical needs, consistently meeting performance expectations.

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

B. Indicate number of years in business.

18

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

WWPS maintains a dedicated core team of 5–10 employees, supported by a scalable pool of vetted consultants and subcontracted personnel to meet fluctuating staffing demands. The firm uses advanced applicant tracking systems, structured compliance protocols, and rigorous screening methods to ensure high-quality placements. WWPS holds multiple diversity certifications (MBE, WBE, WOSB) and has established a strong reputation for reliability, responsiveness, and operational excellence. With the systems, personnel, and infrastructure in place, WWPS is fully equipped to meet Nassau County's staffing requirements efficiently and professionally.

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 : Black Fox Group
Contact Person Marcellus "Fox" Wade
Address 1629 K Street NW, Suite 300

| | | | |
|----------------|-------------------------|--------------------------|----|
| City | Washington | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (202) 454-7650 | | |
| Fax # | | | |
| E-Mail Address | mwade@blackfoxgroup.com | | |

| | | | |
|----------------|-------------------------|--------------------------|----|
| Company | Field Control Analytics | | |
| Contact Person | Victoria Lloyd | | |
| Address | 12801 N. Stemmons Fwy | | |
| City | Farmers Branch | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (833) 227-0637 | | |
| Fax # | | | |
| E-Mail Address | vlloyd@fieldca.com | | |

| | | | |
|----------------|---------------------------------|--------------------------|----|
| Company | Ascellon Corporation | | |
| Contact Person | Ade Adebisi | | |
| Address | 8201 Corporate Drive, Suite 310 | | |
| City | Landover | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (301) 918-4320 | | |
| Fax # | | | |
| E-Mail Address | aadebisi@ascellon.com | | |

I, Shawndetta Miller , 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, Shawndetta Miller , 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: William W Professional Staffing

Electronically signed and certified at the date and time indicated by:
Shawndetta Miller SMILLER@WILLIAMWPROSTAFF.COM

Chief Executive Officer
Title

03/28/2026 03:25:15 pm
Date

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Department of State Division of Corporations

Entity Information

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Entity Details



ENTITY NAME: CRAFTBYTES INC.

DOS ID: 7356002

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: BUSINESS CORPORATION - 402 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 05/29/2024

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 05/29/2024

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: NEW YORK

NEXT STATEMENT DUE DATE: 05/31/2026

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

- < **ENTITY DISPLAY** [NAME HISTORY](#) [FILING HISTORY](#) [MERGER HISTORY](#) [ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 185-10 DUNLOP AVENUE , SAINT ALBANS, NY, UNITED STATES, 11412

Electronic Service of Process on the Secretary of State as agent: Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

| Share Value | Number Of Shares | Value Per Share |
|--------------|------------------|-----------------|
| NO PAR VALUE | 200 | \$0.00000 |

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Department of State Division of Corporations

Entity Information

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Entity Details



ENTITY NAME: HAPPY PET HAPPY INC.

DOS ID: 7166324

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: BUSINESS CORPORATION - 402 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 10/25/2023

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 10/25/2023

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: NEW YORK

NEXT STATEMENT DUE DATE: 10/31/2025

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

- < **ENTITY DISPLAY** [NAME HISTORY](#) [FILING HISTORY](#) [MERGER HISTORY](#) [ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 188 GRAND STREET, 2ND FL, NEW YORK, NY, UNITED STATES, 10013

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

| Share Value | Number Of Shares | Value Per Share |
|--------------|------------------|-----------------|
| NO PAR VALUE | 200 | \$0.00000 |

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Department of State Division of Corporations

Entity Information

[Return to Results](#)

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Entity Details ^

ENTITY NAME: KEEVISTER INC.

DOS ID: 7166341

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: BUSINESS CORPORATION - 402 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 10/23/2023

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 10/23/2023

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: NEW YORK

NEXT STATEMENT DUE DATE: 10/31/2025

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

- [<](#)
- [ENTITY DISPLAY](#)
- [NAME HISTORY](#)
- [FILING HISTORY](#)
- [MERGER HISTORY](#)
- [ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 1178 BROADWAY, 3RD FLOOR #3647, NEW YORK, NY, UNITED STATES, 10001

Electronic Service of Process on the Secretary of State as agent: Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

| Share Value | Number Of Shares | Value Per Share |
|--------------|------------------|-----------------|
| NO PAR VALUE | 200 | \$0.00000 |

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An official website of New York State.
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Department of State Division of Corporations

Entity Information

[Return to Results](#)

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Entity Details



ENTITY NAME: KOZYQUILTZ INC.

DOS ID: 7420357

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: BUSINESS CORPORATION - 402 BUSINESS CORPORATION LAW - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 09/16/2024

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 09/16/2024

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: NEW YORK

NEXT STATEMENT DUE DATE: 09/30/2026

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

- < **ENTITY DISPLAY** [NAME HISTORY](#) [FILING HISTORY](#) [MERGER HISTORY](#) [ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 18510 DUNLAP AVENUE, SAINT ALBANS, NY, UNITED STATES, 11412

Electronic Service of Process on the Secretary of State as agent: Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

| Share Value | Number Of Shares | Value Per Share |
|--------------|------------------|-----------------|
| NO PAR VALUE | 200 | \$0.00000 |

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Department of State Division of Corporations

Entity Information

[Return to Results](#)

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Entity Details ^

ENTITY NAME: SHANTI ROZE FASHION AND DESIGN LLC
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
SECTION OF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW
DATE OF INITIAL DOS FILING: 03/28/2012
EFFECTIVE DATE INITIAL FILING: 03/28/2012
FOREIGN FORMATION DATE:
COUNTY: QUEENS
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 4223105
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: PAST DUE
NEXT STATEMENT DUE DATE: 03/31/2014
NFP CATEGORY:

- [<](#)
- [ENTITY DISPLAY](#)
- [NAME HISTORY](#)
- [FILING HISTORY](#)
- [MERGER HISTORY](#)
- [ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: SHAWNDETTA MILLER

Address: 185-10 DUNLOP AVENUE, SAINT ALBANS, NY, UNITED STATES, 11412 - 1514

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value

Number Of Shares

Value Per Share

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Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details



ENTITY NAME: TIGRESS SOUNDS & PUBLISHING, INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTION OF LAW: 402 BCL - BUSINESS CORPORATION LAW
DATE OF INITIAL DOS FILING: 01/17/2017
EFFECTIVE DATE INITIAL FILING: 01/17/2017
FOREIGN FORMATION DATE:
COUNTY: QUEENS
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 5068885
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: PAST DUE
NEXT STATEMENT DUE DATE: 01/31/2019
NFP CATEGORY:

[<](#)
[ENTITY DISPLAY](#)
[NAME HISTORY](#)
[FILING HISTORY](#)
[MERGER HISTORY](#)
[ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: SHAWNDETTA MILLER
Address: 185-10 DUNLOP AVENUE, SAINT ALBANS, NY, UNITED STATES, 11412

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:
Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

| Share Value | Number Of Shares | Value Per Share |
|--------------|------------------|-----------------|
| NO PAR VALUE | 200 | \$0.00000 |

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WILLIAM W. PROFESSIONAL STAFFING LLC

Member & Shareholder Disclosure Statement (Nassau County – Disclosure Form, Section 5)

Company Name:

William W. Professional Staffing LLC

Business Address:

276 5th Avenue, Suite 704-13
New York, NY 10001
United States

Member / Shareholder Disclosure

William W. Professional Staffing LLC is organized as a **single-member limited liability company**.

Accordingly:

- The company has **no additional shareholders**
- The company has **no additional members**
- The company has **no partners**

Sole Member / Owner:

Shawndetta Miller
276 5th Avenue, Suite 704-13
New York, NY 10001
United States

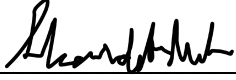
Statement

This disclosure accurately reflects the ownership structure of William W. Professional Staffing LLC.

No other individuals or entities hold any membership interest, partnership interest, or shareholder interest in the company.

Certification

I affirm that the above information is true and complete to the best of my knowledge.



Shawndetta Miller

CEO / Managing Member

William W. Professional Staffing LLC

Date: January 10, 2026

William W. Professional Staffing LLC
Principal Disclosure Statement
(For Nassau County Vendor Portal – Question 4)

Principal:

Shawndetta Miller, CEO / Managing Member

276 5th Avenue, Suite 704-13

New York, NY 10001

United States

Principal(s) of the Company

Name: Shawndetta Miller

Title: CEO / Managing Member

Business Address:

276 5th Avenue, Suite 704-13

New York, NY 10001

United States


Statement

William W. Professional Staffing LLC is a **single-member limited liability company**.

There are **no additional principals, officers, directors, partners, or members** associated with the company.

Certification

I affirm that the above information is true and accurate to the best of my knowledge.

Signed:  _____

Name: Shawndetta Miller

Title: CEO / Managing Member

Date: _____

Company Overview

Founded in 2008, **William W. Professional Staffing (WWPS)** is dedicated to delivering professional and reliable staffing solutions that meet the unique needs of each client. Our approach is centered around understanding and addressing the specific challenges faced by our clients, ensuring that we provide not just staffing, but tailored, value-added service. We work with public, private, and nonprofit sectors, managing and delivering professional services with a focus on quality and efficiency. At WWPS, we believe that our success is measured by the success of our clients. Our commitment to excellence, integrity, and proactive problem-solving enables us to build strong, lasting partnerships. By choosing WWPS, you are choosing a partner who is dedicated to providing professional services that truly make a difference.



Core Competencies

STAFFING SERVICES:

- Construction Staffing
- Consulting Services
- Executive Search Services
- Healthcare Staffing
- Human Resources Staffing
- IT Staffing
- Miscellaneous Staffing
- Office Administrative Support Staffing

STAFFING SOLUTIONS:

- Contract to Hire
- Customized Staffing Solutions
- Direct Hire
- Executive Search Services
- Payroll Services
- Staff Augmentation
- Temporary Staffing

Featured Clients



NAICS Codes

- | | | | |
|----------|----------|----------|----------|
| • 561320 | • 541690 | • 561110 | • 541611 |
| • 561330 | • 541612 | • 561312 | • 561313 |
| • 541214 | • 541618 | • 561311 | • 611710 |
| • 541990 | • 621399 | • 541511 | • 561499 |

Why Choose Us?

- **Experienced Team:** 15+ years in the industry.
- **Comprehensive Services:** Expertise in multiple sectors.
- **Tailored Solutions:** Customized staffing.
- **Proven Success:** Track record of successful placements.
- **Quality Candidates:** Skilled and diverse talent pool.
- **Nationwide Reach:** Support across the U.S.
- **Efficiency Boost:** Reduce costs and enhance operations.

Company Certifications



William W. Professional Staffing LLC
Shawndetta Miller, MA; MBA - CEO
Phone: 212-804-7908
Text: (212) 804-7908

Email: smiler@williamwprostaff.com
Website: www.williamwprostaff.com
Address: 276 5th Avenue, Suite 704-1395
New York, NY 10001

CAGE Code: 7R0L0
DUNS # 005337846
UEI: PLK6L5PQWRL9
NYC Vendor # 0003286332

COUNTY OF NASSAU

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

1. Name of the Entity: William W. Professional staffing LLC

Address: 276 5th Avenue Suite-704-1395

City: New York State/Province/Territory: NY Zip/Postal Code: 10001

Country: US

2. Entity's Vendor Identification Number: 263810798

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):

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.

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

None. William W. Professional Staffing LLC has no affiliated, related, subsidiary, or parent companies participating in the performance of this contract. William W. Professional Staffing LLC is under common ownership with the following separately incorporated entities: Shanti Roze Fashion & Design LLC, CraftBytes Inc., KozyQuiltz Inc., Tigress Sounds & Publishing Inc., and Happy Pet Happy Inc. These companies are affiliated only through common ownership, are not parent or subsidiary companies of WWPS, and none will participate in the performance of this contract.

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:
Shawndtetta Miller [SMILLER@WILLIAMWPROSTAFF.COM]

Dated: 03/27/2026 07:51:08 pm

Title: CEO

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

