



Certified: --

E-91-26

FILED BY THE NASSAU COUNTY CLERK OF
THE LEGISLATURE JULY 6, 2026
4:10 PM

NIFS ID: CLSS26000014

Capital:

Contract ID #: **CQSS22000005**

NIFS Entry Date: **05/21/2026**

Department: Social Services

Service: **Records Management**

Term: from **04/01/2022** to **03/31/2029**

Contract Delayed: **X**

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

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

Vendor/Municipality Info:	
Name: American Record Management Systems, Inc.	ID#: 112904582
Main Address: 1 CORPORATE DRIVEHAUPPAUGE, NY 11788	
Main Contact: Kevin Montera	
Main Phone: (631) 231-1318	

Department:
Contact Name: Reena Carnevale
Address: 60 Charles Lindbergh Blvd. Uniondale, NY 11553
Phone: (516) 227-8833
Email: reena.carnevale@hhsnassaucountyny.us,joanne.oweis@hhsnassaucountyny.us

Contract Summary

Purpose: The purpose of this Amendment is to encumber additional funding to cover claims for services provided during the 4/1/26- 3/31/26 term and to extend the original Agreement for two (2) years.

The Maximum Amount in the Original Agreement shall be amended and increased by a total of Four Hundred and Eleven Thousand and 00/100 Dollars (\$411,000.00) (of which Eleven Thousand and 00/100 Dollars (\$11,000.00) shall be partially encumbered to cover payment for overage of claims for services rendered from the April 1, 2025 through March 31, 2026), (CASS25000001 provided funding in the amount of \$175,000 to cover the term of 4/1/25-3/31/26, however, additional funding is needed to cover claims from such time period.)

Procurement History: This Vendor has been supplying these services since 1997.

Description of General Provisions: Procedures for maintaining the DSS, DOH, and DHS agencies case record files containing client information are mandated in NYS law and regulations, including the NYS Social Services Law and the NY Codes, Rules & Regulations. Record management services involve the (1) offsite storage of hardcopy business files, retrieval, purging, and destruction services, as well as (2) maintenance and operation of a barcode-based computerized file tracking system. All files must be maintained in a secure manner. Open case files must be maintained in a manner that ensures their rapid access by staff. Closed case files must be stored, maintained, accessed, and eventually destroyed following a destruction schedule established by NYS. The vendor will manage & maintain DSS, DOH and DHS Agencies closed files. Record management services involve the (1) offsite storage of hardcopy business files, retrieval, purging, and destruction services, as well as (2) maintenance and operation of a barcode-based computerized file tracking system. Vendor provides storage boxes and transports these boxes to off-site secure facility. Requests for file retrieval will be delivered within 24 hours. Destroy materials as requested by the Agencies.

Impact on Funding / Price Analysis: County 30% Federal 50% State 20%

Change in Contract from Prior Procurement: None

Method of Source Selection:

☒ Contract amendment, extension, or renewal

Contract originally executed on: 09/20/2021

Original procurement method: RFP

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.]

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

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	SSGEN1000	DE500	SSGEN1000 DE500	06	\$11,000.00
						TOTAL	\$11,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$3,300.00
Federal	\$5,500.00
State	\$2,200.00
Capital	\$0.00
Other	\$0.00
Total	\$11,000.00

Routing Slip

Department			
NIFS Entry	Reena Carnevale	04/16/2026 02:18PM	Approved
NIFS Final Approval	Jose Lopez	05/26/2026 04:35PM	Approved
Final Approval	Jose Lopez	05/26/2026 04:35PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	05/28/2026 04:41PM	Approved
RE & Insurance Verification	Julie Silverstein	06/01/2026 04:07PM	Approved
NIFS Approval	Mary Nori	06/04/2026 05:55PM	Approved
Final Approval	Mary Nori	06/04/2026 05:55PM	Approved
OMB			
NIFS Approval	Irina Sedighi	05/27/2026 03:33PM	Approved
NIFA Approval	Irfan Qureshi	05/28/2026 09:23AM	Approved
Final Approval	Irfan Qureshi	05/28/2026 09:23AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/05/2026 10:25AM	Approved
DCE Compliance Approval	Robert Cleary	06/15/2026 02:47PM	Approved
Vertical DCE Approval	Anissa Moore	06/16/2026 09:45AM	Approved
Final Approval	Anissa Moore	06/16/2026 09:45AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/06/2026 03:58PM	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 AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND AMERICAN RECORDS MANAGEMENT SYSTEMS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with American Records Management Systems, Inc., to provide records management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with American Records Management Systems, Inc.

AMENDMENT NO. 1

This AMENDMENT, dated as of January 1, 2026, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and American Records Management Systems, Inc., a corporation formed under the laws of the state of New York, having its principal office at One Corporate Drive, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS22000005 between the County and the Contractor, executed on behalf of the County on August 16, 2022, the Contractor provides records management, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of this Agreement is from April 1, 2022 through March 31, 2027, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Eighty Hundred Seventy Five Thousand and 00/100 Dollars (\$875,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to extend the term of the Original Agreement and increase the Maximum Amount.

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

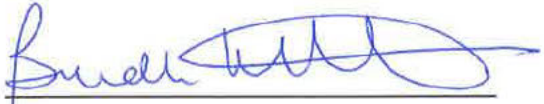
1. **Term Extension.** The Original Agreement shall be extended for two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2029.
2. **Maximum Amount.** The Maximum Amount in the Original Agreement shall be amended and increased by a total of Four Hundred and Eleven Thousand and 00/100 Dollars (\$411,000.00) (of which Eleven Thousand and 00/100 Dollars (\$11,000.00) shall be partially encumbered to cover payment for overage of claims for services rendered from the April 1, 2025 through March 31, 2026), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Two Hundred Eighty-Six Thousand and 00/100 Dollars (\$1,286,000.00) (the "Amended Maximum Amount").

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

[Remainder of Page Intentionally Left Blank.]

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

American Records Management Systems, Inc.

By: 
Name: Brenda Montero
Title: President
Date: 5/11/26

NASSAU COUNTY

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

EXECUTE IN BLUE INK

STATE OF NEW YORK)

 Suffolk)ss:
COUNTY OF ~~NASSAU~~)

On the 11th day of May, 2026 before me personally came
Brenda Montero to me personally known, who, being duly sworn, did depose and
say that he or she resides in the County of Suffolk; that he or she is the
President of America Reward Management System, Inc. the corporation described
herein and which executed the above instrument; and that he or she signed his or her name
thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC

KEVIN D. MONTERO
Notary Public, State of New York
No. 02MO5032624
Qualified in Suffolk County
Commission Expires 11/2/2026

STATE OF NEW YORK)

)ss:
COUNTY OF NASSAU)

On the ____ day of _____, 202__ before me personally came
_____ to me personally known, who, being duly sworn, did depose and
say that he or she resides in the County of _____; that he or she is a Deputy County
Executive of the County of Nassau, the municipal corporation described herein and which
executed the above instrument; and that he or she signed his or her name thereto pursuant to
Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: American Record Management Systems, Inc.

2. Amount requiring NIFA approval: \$411,000.00

Amount to be encumbered: \$411,000.00

Slip Type: Amendment

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

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

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

3. Contract Term: 04/01/2022 to 03/31/2029

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 %	50	
State %	20	
County %	30	

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

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

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

The purpose of this Advisement is to encumber additional funding to cover claims for services provided during the 4/1/25- 3/31/26 term. (CASS25000001 provided funding in the amount of \$175,000 to cover the term of 4/1/25-3/31/26, however, additional funding is needed to cover claims from such time period.)

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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AUTHORIZATION

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

IQURESHI

05/28/2026

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:
Kevin Montera [KMONTERA@ARMSDATA.COM]

Dated: 05/11/2026 12:23:54 pm

Vendor: American Record Management Systems, Inc.

Title: Vice President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: DENIS MONTERA
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
Business Address: 1 CORPORATE DRIVE
City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: 6312311318
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>06/01/1987</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>06/01/1987</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

SHAREHOLDER

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.

Part owner of Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

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

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

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

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, Denis Montera , 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, Denis Montera , 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.

American Record Management Systems, Inc.

Name of submitting business

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

Denis Montera DMONTERA@BAYSHOREMOVING.COM

Vice President

Title

05/11/2026 04:49:51 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: KEVIN MONTERA
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
Business Address: 1 CORPORATE DRIVE
City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: (631) 231-1318
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>06/01/1987</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>06/01/1987</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

SHAREHOLDER

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.

Part owner of Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

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

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

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

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, Kevin Montera , 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, Kevin Montera , 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.

American Record Management Systems, Inc.

Name of submitting business

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

Kevin Montera KMONTERA@BAYSHOREMOVING.COM

Vice President

Title

05/11/2026 01:38:19 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: BRENDA MONTERA
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 1 CORPORATE DRIVE
City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Telephone: (631) 231-1318
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>06/01/1987</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>06/01/1987</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

SHAREHOLDER

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.

PART OWNER AND OFFICER OF BAY SHORE MOVING & STORAGE, INC. AND DATA SHREDDING SERVICE, INC.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

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

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

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

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, Brenda Montera , 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, Brenda Montera , 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.

American Record Management Systems, Inc.

Name of submitting business

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

Brenda Montera BBROOKS@BAYSHOREMOVING.COM

President

Title

05/11/2026 01:34:35 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: 06/08/2026

1) Proposer's Legal Name: American Record Management Systems, Inc.

2) Address of Place of Business: 1 Corporate Drive

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: Unknown

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

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

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

YES ☒ NO ☐ If yes, please provide details:

ARMS shares office space with Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

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

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☒ NO ☐ If yes, please provide details:
Bay Shore Moving & Storage, Inc.
Data Shredding Service, Inc.
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Should a potential conflict of interest arise, we will contact the county and be guided accordingly

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

06/01/1987

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.

Kevin Montera, 1 Corporate Drive, Hauppauge, NY 11788
Denis Montera, 1 Corporate Drive, Hauppauge, NY 11788
Brenda Montera, 1 Corporate Drive, Hauppauge, NY 11788

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

Kevin Montera, 1 Corporate Drive, Hauppauge, NY 11788
Denis Montera, 1 Corporate Drive, Hauppauge, NY 11788
Brenda Montera, 1 Corporate Drive, Hauppauge, NY 11788

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

10

vi) Annual revenue of firm;

1000000

vii) Summary of relevant accomplishments

ARMS is fortunate in that it has been the original records management vendor for NCDSS since the inception of the program in 1997. To fully appreciate the program today it is important to remember the state of NCDSS' central file room in 1996.

At the time of the vendor walk-thru in 1996 the central file room was chaotic, inefficient and overstaffed. Kevin Montera of ARMS was on the walk-thru and observed a central file room with an army of NCDSS employees and temporary workers either retrieving and refiling files or looking for lost files. To the casual observer it looked like organized chaos. It is a tribute to the then NCDSS personnel that any files could be located and delivered to a requesting unit. ARMS developed a detailed plan to organize and automate NCDSS' record storage and management functions. ARMS provided NCDSS the most advanced and cost effective technology to run its record management program.

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

B. Indicate number of years in business.

44

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

ARMS staff continues to meet with NCDSS staff to discuss the present record management system and needs for the future. In late 2006 and early 2007 NCDSS upgraded their present contact barcode readers with the addition of laser barcode readers that enable NCDSS to scan barcodes faster and with less wear and tear on the location barcodes. In 2007 ARMS completed the process of converting the old Filemaker Pro 5 software program and data to the then latest Filemaker Pro 8.5 version of the client and sever software. In 2008 ARMS completed the upgrade to the latest Filemaker Pro 9.0 version of the client and server software. In 2012 ARMS completed the upgrade to the latest Fiulemaker Pro 12

client and server software and the replacement of the old server with a new server. The only cost incurred by NCDSS was upgrading the dead server hardware with a new server. The conversion, programming and other labor services were provided as part of ARMS service and at no cost to Nassau County taxpayer

- 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	McCarthy & Carbone, P.C.		
Contact Person	Joseph Carbone		
Address	330 Motor Pkwy, Suite 304		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 979-1111		
Fax #			
E-Mail Address	carbone@m-clawyers.com		

Company	Dime Community Bank		
Contact Person	Sean Granholm		
Address	898 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 537-1000		
Fax #			
E-Mail Address	Sean.Granholm@dime.com		

Company	New York Liquidation Bureau		
Contact Person	Philip Walker		
Address	110 William St.		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 341-6645		
Fax #			
E-Mail Address	PWALKER@nylb.org		

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

CERTIFICATION

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Name of submitting business: American Record Management Systems, Inc.

Electronically signed and certified at the date and time indicated by:
Kevin Montera KMONTERA@ARMSDATA.COM

Vice President
Title

06/08/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: AMERICAN RECORD MANAGEMENT SYSTEMS, INC.

Address: 1 CORPORATE DRIVE

City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

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

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

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

First Name DENIS
Last Name MONTERA
MI Suffix
Address 1 CORPORATE DRIVE
City HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
Country US
Position Vice President

First Name Kevin
Last Name Montera
MI Suffix
Address 1 CORPORATE DRIVE
City HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
Country US
Position Vice President

First Name BRENDA
Last Name MONTERA
MI Suffix

Address	1 CORPORATE DRIVE		
City	HAUPPAUGE	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11788
Position	President		

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

If none, explain.

First Name	Kevin		
Last Name	Montera		
MI		Suffix	
Address	1 CORPORATE DRIVE		
City	HAUPPAUGE	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11788
Position	Vice President		

First Name	DENIS		
Last Name	MONTERA		
MI		Suffix	
Address	1 CORPORATE DRIVE		
City	HAUPPAUGE	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11788
Position	Vice President		

First Name	BRENDA		
Last Name	MONTERA		
MI		Suffix	
Address	1 CORPORATE DRIVE		
City	HAUPPAUGE	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11788
Position	President		

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.

Bay Shore Moving & Storage, Inc.
Data Shredding Service, Inc.

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

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

(a) Name, title, business address and telephone number of lobbyist(s):
No lobbyists are involved in this matter.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
No lobbyists are involved in this matter.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
No lobbyists are involved in this matter.

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:
Kevin Montera [KMONTERA@ARMSDATA.COM]

Dated: 06/08/2026 11:57:25 am

Title: Vice President

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



CERTIFICATE OF PARTICIPATION

Disability or Disability and Paid Family Leave Benefits Group Self-Insurance

PART 1. To be completed by Disability or Disability and PFL Benefits Self-Insured Plan Administrator

1a. Legal Name & Address of Insured (use street address only) American Record Management Systems, Inc. 1 Corporate Drive Hauppauge, NY 11788	1b. Telephone Number of Insured 631-231-1313 1c. Federal Employer Identification Number of Insured (if no FEIN then use Social Security Number) [REDACTED]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Social Services 60 Charles Lindbergh Blvd. Uniondale, NY 11553-3686	3a. Name of Self-Insured Plan (Association, Union or Trust) Cardinal Disability Trust 3b. Insurer Identification Number B-305506 3c. Coverage effective period 01/01/2026 through 12/31/2026

4. Group self-insurance provides:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.

5. Group self-insurance covers:

- ☒ A. All of the employer's employees eligible under the New York State Disability and Paid Family Leave Benefits Law
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized Plan Administrator or authorized representative of the Self-Insured Plan referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 05/11/2026

By

(Signature of Plan Administrator or authorized representative of the above named plan)

Telephone Number 518-724-3583

Name and Title Matthew Mazzotta, Administrator

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the Plan Administrator or authorized representative of that plan, this certificate is **complete**. Mail it directly to the certificate holder. If Box 4B or 5B is checked, this certificate is **incomplete** for purposes of Section 220, Subd. 8 of the Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

Please Note: Only Plan Administrators or their representatives are authorized to issue Form DB-120.2.





BAYSHOR-25

MASAL1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2026

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

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

PRODUCER The Selzer Company 975 Easton Road Ste. 100 Warrington, PA 18976	CONTACT NAME:	
	PHONE (A/C, No, Ext): (215) 491-2700	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Transguard Ins Co of America	28886
INSURED American Record Management System Inc [REDACTED]	INSURER B: New York State Insurance	52390
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	T [REDACTED]	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ HIRED AUTO PD ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			T [REDACTED]	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 5,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			T [REDACTED]	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	Z [REDACTED]	[REDACTED]/2025	10/1/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			T [REDACTED]	3/1/2026	3/1/2027	Cargo 250,000
A	Inland Marine			T [REDACTED]	1/1/2026	3/1/2027	Warehouse 1,700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County Dept. of Social Services named additional insureds with respects to the applicable coverage. Coverage is provided on a primary and non-contributory basis. Waiver of Subrogation applies in favor of the additional insured.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of Social Services 60 Charles Lindbergh Blvd Hauppauge, NY 11788	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE MP Egan

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 112904582
LOVELL SAFETY MGMT CO., LLC
22 CORTLANDT STREET 33RD FLR
NEW YORK NY 10007



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER AMERICAN RECORD MANAGEMENT SYSTEMS INC ONE CORPORATE DRIVE HAUPPAUGE NY 11788		CERTIFICATE HOLDER NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES. 60 CHARLES LINDBERGH BOULEVARD UNIONDALE NY 11553	
POLICY NUMBER Z2406 209-3	CERTIFICATE NUMBER 155172	POLICY PERIOD 10/01/2025 TO 10/01/2026	DATE 5/11/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2406 209-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 555870653

COUNTY OF NASSAU
Inter-Departmental Memo

To: Robert Cleary
Chief Procurement and Compliance Officer

From: José L. López
Commissioner, Social Services

Date: May 14, 2026

Subject: Delay Memorandum
American Record
Management Contract
#CQSS2200005

The Department of Social Services is seeking to amend the above referenced contract for Records Management services in order to extend such term through December 31, 2026. This amendment to extend the term of the contract is necessary to ensure the continuity of mandated services.

The amendment has been delayed from continuous processing due to the following factors upon information and belief.

- Delay in receiving signed amendment from vendor
- Delay in receiving updated Vendor Portal Forms from vendor

We appreciate your consideration in reviewing this Delay Memorandum and request processing this service agreement.

Doc ID #163726



COUNTY OF NASSAU
Inter-Departmental Memo

To: Budget Office

From: Reena Carnevale
Administrative Officer I
Department of Social Services

Date: May 19, 2026

Subject: Amendment for Records Management Services
American Records Management Systems, Inc.

Pursuant to Section 32 of the Collective Bargaining Agreement, CSEA Nassau Local 830 CSEA of the Civil Service Employees Association, Inc., Local 100, AFSCME, AFL-CIO was notified of the Department of Social Services' interest in contracting with the above vendor.

Following this notification are two letters:

- One, to Mr. Kris Kalendar, President, CSEA Local 830 Nassau dated May 14, 2026, notifying him of the Amendment with a copy to the Nassau County Office of Labor Relations.
- The other is a response from Mr. Kalendar, President, CSEA Local 830 copying the Nassau County Office of Labor Relations.

A meeting to discuss the issues is being planned.

It is requested that the County proceed with the contract processing as this is a mandated service.





NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7471 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

May 14, 2026

Via Email(subc@csea830.org)

Kris Kalender
President CSEA Nassau Local 830
400 County Seat Drive
Mineola, New York 11501

Subject: Amendment for Records Management Services - American Records Management Systems, Inc. CQSS22000005

Dear Mr. Kalender:

This letter is to advise you that the Department of Social Services is considering extending the term for contractual services with the above vendor through December 31, 2029. The County's needs are described in the service provisions of the enclosed contract including, but not limited to, exhibits, appendices and/or other related attachments. This notification is provided to comply with the spirit and intent of Section 32 of the CSEA Collective Bargaining Agreement, however it should not be implied that these contractual services are for work which has "historically and exclusively been performed by bargaining unit members."

If you wish to meet or discuss any aspect of this proposed amendment, or discuss alternatives to this matter, do not hesitate to contact Commissioner Lopez with that request in writing.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne L. Oweis".

Joanne L. Oweis
Deputy County Attorney

cc: Jason Perkowsky DSS Unit President CSEA Nassau Local 830
Ross Bratin, Assistant Director Office of Labor Relations
Jose L Lopez, Commissioner, DSS
Rudolph Carmenaty, Deputy Commissioner, DSS
Reena Carnevale, Administrative Officer I, DSS

Enclosure

THE CIVIL SERVICE EMPLOYEE'S ASSOCIATION, INC.
LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
NASSAU LOCAL 830
400 COUNTY SEAT DRIVE MINEOLA, NY 11501

May 18, 2026

KRIS KALENDER
PRESIDENT

GARRETT WAKEFIELD
EXECUTIVE VICE PRESIDENT

JOSEPH MCGAHAN
FIRST VICE PRESIDENT

DONNA WORSLEY-HINES
SECOND VICE PRESIDENT

NOREEN O'SHEA
THIRD VICE PRESIDENT

DOUGLAS RODRIGUEZ
FOURTH VICE PRESIDENT

KELLI MARTUCCI
FIFTH VICE PRESIDENT

DANIEL ROE
SIXTH VICE PRESIDENT

CHRISTOPHER WOOD
SEVENTH VICE PRESIDENT

EYDIE HARDAMON
EIGHTH VICE PRESIDENT

DANIELLE DAVIDSON
NINTH VICE PRESIDENT

LESLIE ABREU
TENTH VICE PRESIDENT

NANCY IANSON
RECORDING SECRETARY

LAURI VANDERKA
TREASURER

ANITA JANOWSKY
ALTERNATE DELEGATE

ANNMARIE BAEYENS
ALTERNATE DELEGATE

P: 516.464.2732
F: 516.742.3801

CSEA830.ORG



Joanne L. Oweis
Deputy County Attorney
Dept of Social Services

Re: Amendment for Records Management Services-
American Records Management Systems, Inc. CQSS22000005

Dear Joanne:

Please allow this letter to serve as a response to the Nassau County correspondence received on May 18, 2026, regarding the contract for Amendment for Records Management Services-American Records Management Systems, Inc. CQSS22000005 assignment of CSEA Unit work to people not in the CSEA Unit.

After reviewing the contract and scope of work provided, it is CSEA's position that there are several titles that would satisfy the needs of the department and are more than qualified and capable of doing the same work that Records Management Services provides.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore CSEA Bargaining Unit Employees to perform said proposed tasks, it is only logical and in "Good Faith" that County Employees be allowed to satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit Work to persons not in the CSEA Unit, (section 32-1 of the CBA).

Our contention, as always, is that this is our work and we refuse to accept a lack of staffing as a reason for subcontracting.

Finally, pursuant to Section 32-3, I am ready, willing and able to meet with you at your earliest convenience, to meet and confer with respect to CSEA's proposals.

Please advise as to your availability to discuss. Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

Kris Kalender

Kris Kalender
Unit President, Local 830

From: [Annmarie Baeyens](#)
To: [Oweis, Joanne \(HHSNASSAUCOUNTYNY\)](#); [Donna Worsley-Hines](#); [SubContracts Group](#)
Cc: [Kris Kalender](#); [Perkowsky, Jason \(HHSNASSAUCOUNTYNY\)](#); [Bratin, Ross \(NASSAU\)](#); [Lopez, Jose \(HHSNASSAUCOUNTYNY\)](#); [Carmenaty, Rudolph \(HHSNASSAUCOUNTYNY\)](#); [Carnevale, Reena \(HHSNASSAUCOUNTYNY\)](#); [Cotton, Elizabeth \(NASSAU\)](#); [Sacks, Suzanne \(HHSNASSAUCOUNTYNY\)](#)
Subject: RE: Section 32 Notification Amendment for Records Management Services - American Records Management Systems, Inc. CQSS22000005
Date: Tuesday, June 16, 2026 1:39:20 PM

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good Afternoon

Thank you for meeting with us on Wednesday, June 10th.

At this time CSEA is withdrawing its objection to your filing work being done by RMS. Please notify CSEA if the scope of the work changes.

* This shall not constitute a precedent for the determination of any other dispute/objection between the Parties or any third party. This shall not be considered a past practice, nor shall it create any obligation for or against either party.

All other terms and conditions of the Parties' Collective Bargaining Agreement shall remain in full force and effect*

Respectfully,

AnnMarie Baeyens

CSEA Local 830 Delegate / Grievance Rep.

CSEA Unit President DA/CA/PA

CSEA Local 830

400 County Seat Drive, Mineola, NY 11501

O-516-464-CSEA (2732) ext. 118

abaeyens@csea830.org

From: Oweis, Joanne (HHSNASSAUCOUNTYNY) <Joanne.Oweis@hhsnassaucounty.ny.us>

Sent: Monday, May 18, 2026 4:44 PM

To: Donna Worsley-Hines <DWorsley-Hines@csea830.org>; SubContracts Group <subc@csea830.org>

Cc: Kris Kalender <kkalender@csea830.org>; Perkowsky, Jason (HHSNASSAUCOUNTYNY) <Jason.Perkowsky@hhsnassaucounty.ny.us>; Bratin, Ross (NASSAU) <rbratin@nassaucounty.ny.gov>;

Lopez, Jose (HHSNASSAUCOUNTYNY) <Jose.Lopez@hhsnassaucountyny.us>; Carmenaty, Rudolph (HHSNASSAUCOUNTYNY) <Rudolph.Carmenaty@hhsnassaucountyny.us>; Carnevale, Reena (HHSNASSAUCOUNTYNY) <Reena.Carnevale@hhsnassaucountyny.us>; Cotton, Elizabeth (NASSAU) <ecotton@nassaucountyny.gov>; Sacks, Suzanne (HHSNASSAUCOUNTYNY) <Suzanne.Sacks@hhsnassaucountyny.us>

Subject: RE: Section 32 Notification Amendment for Records Management Services - American Records Management Systems, Inc. CQSS22000005

Importance: High

+ Suzanne Sacks

Good Afternoon.

DSS is in receipt of Mr. Kalender's correspondence dated May 18, 2026, concerning the Department's notification pursuant to section 32 of the Collective Bargaining Agreement of its intent to extend the term for contractual services with the vendor/item referenced in the subject line through December 31, 2029.

DSS is also ready, willing and able to meet to discuss this matter.

To that end, I have included Ms. Sacks so we may set up a mutually convenient date and time for all to meet.

Regards,
Joanne

Joanne L. Oweis
Office of the Nassau County Attorney
Counsel, Nassau County Department of Social Services
60 Charles Lindbergh Blvd.
Uniondale, NY 11553-3686
(516) 227-7025
joanne.oweis@hhsnassaucountyny.us

From: Donna Worsley-Hines <DWorsley-Hines@csea830.org>

Sent: Monday, May 18, 2026 3:20 PM

To: Oweis, Joanne (HHSNASSAUCOUNTYNY) <Joanne.Oweis@hhsnassaucountyny.us>; SubContracts Group <subc@csea830.org>

Cc: Kris Kalender <kkalender@csea830.org>; Perkowsky, Jason (HHSNASSAUCOUNTYNY) <Jason.Perkowsky@hhsnassaucountyny.us>; Bratin, Ross (NASSAU) <rbratin@nassaucountyny.gov>; Lopez, Jose (HHSNASSAUCOUNTYNY) <Jose.Lopez@hhsnassaucountyny.us>; Carmenaty, Rudolph (HHSNASSAUCOUNTYNY) <Rudolph.Carmenaty@hhsnassaucountyny.us>; Carnevale, Reena (HHSNASSAUCOUNTYNY) <Reena.Carnevale@hhsnassaucountyny.us>; Cotton, Elizabeth (NASSAU)

<ecotton@nassaucountyny.gov>

Subject: RE: Section 32 Notification Amendment for Records Management Services - American Records Management Systems, Inc. CQSS22000005

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good afternoon

Attached is CSEA's response to your request

Respectfully,

Donna Worsley-Hines

CSEA Local 830

516 464 2732 ext. 137

From: Oweis, Joanne (HHSNASSAUCOUNTYNY) <Joanne.Oweis@hhsnassaucountyny.us>

Sent: Thursday, May 14, 2026 5:42 PM

To: SubContracts Group <subc@csea830.org>

Cc: Kris Kalender <kkalender@csea830.org>; Perkowsky, Jason (HHSNASSAUCOUNTYNY) <Jason.Perkowsky@hhsnassaucountyny.us>; Bratin, Ross (NASSAU) <rbratin@nassaucountyny.gov>; Lopez, Jose (HHSNASSAUCOUNTYNY) <Jose.Lopez@hhsnassaucountyny.us>; Carmenaty, Rudolph (HHSNASSAUCOUNTYNY) <Rudolph.Carmenaty@hhsnassaucountyny.us>; Carnevale, Reena (HHSNASSAUCOUNTYNY) <Reena.Carnevale@hhsnassaucountyny.us>; Cotton, Elizabeth (NASSAU) <ecotton@nassaucountyny.gov>

Subject: Section 32 Notification Amendment for Records Management Services - American Records Management Systems, Inc. CQSS22000005

Mr. Kalender:

Pursuant to Section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, please see attached correspondence advising you that the Department of Social Services is considering extending the term for contractual services with the vendor/item referenced in the subject line through December 31, 2029.

Regards,
Joanne

Joanne L. Oweis
Office of the Nassau County Attorney
Counsel, Nassau County Department of Social Services
60 Charles Lindbergh Blvd.

Uniondale, NY 11553-3686

(516) 227-7025

joanne.oweis@hhsnassaucountyny.us

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of April 1, 2022 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Social Services (the "Department"), having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 and (ii) American Records Management Systems, Inc., a corporation formed under the laws of the state of New York, having its principal office at One Corporate Drive, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on April 1, 2022 and terminate on March 31, 2027, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of the following (collectively the "Services"):
 - a. Managing and Transport of Storage Boxes.
 - i. The Contractor will provide sturdy 1.2 cubic foot cartons for the transport and storage of client's files for the Department, the Department of Human Services, the Veterans Service Agency and the Department of Health. The Department shall record the sequential order of the files in each carton, and this sequence will be related to the carton barcode number which will be placed on the end panel of the carton. The barcode label will be read by an election scanner, which will be downloaded into the Department's record storage computer program allowing location for each closed file in the Contractor's facility to be electronically controlled.
 - ii. Once the Department has packed, catalogued, and bar-coded the cartons, the Contractor will transfer the cartons from the Department's Central Inventory Room to the loading dock of the Department's Uniondale building. The Contractor shall be responsible for loading the

cartons into a truck and transporting these cartons to the Contractor's storage facility. The Contractor will not intrude on the Department's daily work schedule while packing and shipping closed client files.

b. Storage and Maintenance of Cartons and Files.

- i. Once the cartons have been shipped to the Contractor's storage facility, each carton is placed on steel shelving off the floor. Contractor warrants and represents that their storage facility is structurally sound, single occupancy, and safeguarded by fire and intrusion alarms as well as video surveillance cameras at all times. The Contractor agrees to maintain the sound condition of the facility throughout the duration of the agreement.
- ii. The Contract shall electronically monitor the location of the cartons containing the Department's closed client files stored at the Contractor's facility. An electronic scanner that is downloaded into the Contractor's record storage computer program reads the barcode label and the storage location; thus the location of each box in the Contractor's facility is electronically controlled. Once a carton is entered into the Contractor's computer system its movement will be electronically controlled. The Contractor will also incorporate a computer copy of the inventory of the closed files into the Department's computer system.
- iii. The files shall be maintained in closed cartons.
- iv. Confidentiality Requirements.
 1. The Services described in the Agreement involve the handling of name specific client information, which is confidential in nature. Only authorized staff shall handle confidential information in accordance with their designated duties.
 2. Such authorized staff will be instructed by the Contractor regarding the Department's confidentiality requirements as governed by certain sections of the New York State Social Services Law (NYS Social Services Law Section 136 (Public Welfare Records), Section 372 (Foster Care Records), Section 422 (Protective Services) and Sections 422 and 424 (Child Care Review Services)), as well as, pertinent regulations found in Title 18 of the NY Code of Rules and Regulations parts 357, 431.7, 465 and the U.S. Public Health Law, Article 27 and the Health Insurance Portability and Accountability Act of 1996 as amended. The Contractor will be subject to prescribed penalties, which may include criminal sanctions, if the vendor willfully violates or fails to comply with the provisions of these various laws and regulations.
 3. Each authorized staff member will execute and sign the attached statement on confidentiality attached hereto as **Exhibit B**. The Contractor shall maintain a copy of signed confidentiality from in each of the employee's permanent personnel files.

- c. Retrieval of Closed Client Files.
 - i. Only authorized Department personnel can make retrieval requests.
 - ii. A Request Form that details the specific cartons and/or files to be retrieved will be faxed to the Contractor's computer department. When a carton is retrieved the barcode label will be scanned and downloaded into the Contractor's computer system which will note the time and date of removal.
 - iii. When a specific file is requested, as opposed to an entire carton, an outcard will be placed in the carton noting the date of removal at the time the file is taken from the carton. The retrieved file will be bar-coded so that its location at the Department will be electronically monitored.
 - iv. The Contractor will transport retrieved material to the Department within twenty-four hours of the request. The Department will furnish the Contractor with a signed receipt upon receiving the retrieved material, and the Department's central file room computer system will be updated to reflect that the retrieved files are reactivated.
 - v. The Contractor shall transport retrieved material back to Contractor's storage facility upon the Department no longer requiring the retrieved material.
 - vi. Emergency retrievals and deliveries will be performed as quickly as possible and must be completed within the same business day.
- d. Refiling. The Contractor's computer staff will first record files, which are to be returned to storage. The file is then placed in the same storage carton and the outcard, which was placed in the carton at the time of retrieval, is removed and returned to the Contractor's computer department to confirm correct replacement.
- e. Photocopy, Scan and/or Facsimile Transmission. Contractor shall provide photocopies, scanned/email and/or fax transmissions of pages in storage.
- f. Document Filing. The Department receives documents which are to be interfiled in a closed case folder. The Department will place such documents in an envelope and box them for transport to the Contractor. The Department will bar code the boxes of documents to enable the retrieval of the documents when the case folder is requested.
- g. Barcoded Based Computer System.
 - i. The Contractor shall operate an automated barcoded based computer system to control activities at the storage site that can interface with the Department's barcoded based computer system.
 - ii. The Contractor shall provide ongoing maintenance and purchase needed hardware, software and supplies for the tracking system that is part of the file automation software program installed in the Department's computer in the central file room.

- iii. The Contractor shall be available to answer questions concerning the use and operation of the computer system as these questions arise for as long as this Agreement is in effect.
- h. Change in Status of Files and Purging of Closed Files.
 - i. Transfer of files from Active to Closed Status. Newly closed client files will be electronically removed from the active file system. Department will place newly closed files in bar-coded cartons for transport to the storage facility. Upon arrival at the storage facility the Contractor will electronically record the closed files and these files will be placed on storage shelving off the floor.
 - ii. Purging of Files. The Department may request that certain files be destroyed at any time. After receiving a signed Destruction Request from the Department, the Contractor will shred the specified files at their storage facility. Shredded documents will automatically be bailed with thousands of other documents to safeguard confidentiality and the Contractor will dispose of this shredded material in a responsible manner. The Contractor will provide a signed Certificate of Destruction attesting to the destruction of material earmarked by the Department and the date destruction was accomplished. The Contractor guarantees destruction of material within 30 days of notification by the Department.
- i. Storage Facility. The Contractor warrants and represents the following:
 - i. Contractor's storage facilities and transportation will provide a level of storage and protection for documents consistent with industry standards and must meet all federal, New York State (NYS), and local building and zoning regulations. The storage facility will be properly shelved, fully secured and equipped with a motion, intrusion alarm system, fire suppression, smoke, and heat detector system to prevent loss from theft and fire all monitored 24/7 and at a level of protection consistent with industry standards. The records storage facility will not house any hazardous material. Storage facilities are not located within a flood area or risk exposure from external hazards.
 - ii. Contractor will provide sufficient physical storage capacity to accommodate the Department's needs. The facility must provide secure, structurally sound, environmentally safe and climate controlled storage. The Contractor agrees to store the Department's records in a single facility located close enough to the Department's Uniondale office to guarantee same-day and next-day delivery service.
- j. Monitoring by the Department. The Department shall determine the methods that may be utilized to monitor Contractor's compliance with the requirements herein. Monitoring methods may include, but are not limited to, on-site reviews, establishment of a formal weekly or monthly reporting system, or establishment of monthly district/provider meetings in which Contractor's activities are monitored by Department staff.

3. Payment.

- a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Eight Hundred and Seventy-Five Thousand Dollars (\$875,000.00) (the "Maximum Amount"), which shall be payable in accordance with the rates attach as **Exhibit A** which may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.
- b. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance shall be One Hundred and Seventy-Five Thousand Dollars and 00/100 (\$175,000.00). Thereafter, the Department shall notify Contractor of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.
- c. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- d. Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- e. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- f. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- g. Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365-day calendar year. The maximum amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

- h. Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.
- 4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance with Law.
 - a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
 - b. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - ii. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County.

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

- iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- d. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
- e. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.
- f. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

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

7. Minimum Service Standards. Regardless of whether required by Law:

- a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- b. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation.

- a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or

prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

- b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c. The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
- d. The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

- a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or

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

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

11. Termination.

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

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

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

oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

- c. Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). If necessary, Contractor agrees to transition and/or transfer the inventory located at its facility and County agrees to pay Contractor for such services as per the rates specifically identified in Exhibit A ("Cost of Transfer and Transition of Current Inventory" and "Monthly Storage Fee") and the Maximum Amount shall be amended to provide for payment of such services to the Contractor. The provisions of this subsection shall survive the termination of this Agreement.
12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
 - a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
 - b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
14. 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.

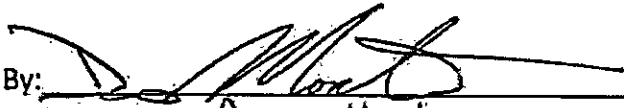
15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive 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.
16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
17. 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.
18. 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.
19. Executory Clause. Notwithstanding any other provision of this Agreement:
- a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
 - b. Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
20. 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.

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

AMERICAN RECORDS MANAGEMENT SYSTEMS, INC.

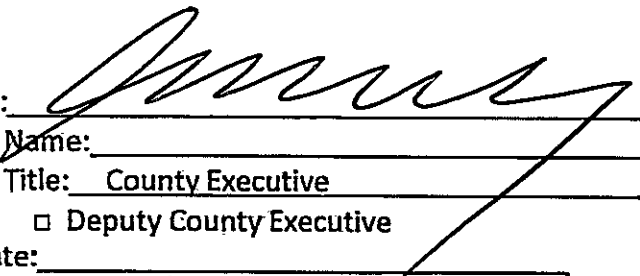
By: 

Name: Denis Montero

Title: Vice President

Date: 5/4/2022

NASSAU COUNTY

By: 

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

ARTHUR T. WALSH
Chief Deputy County Executive

8-16-22

PLEASE EXECUTE IN BLUE INK

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

On the 4th day of May in the year 2022 before me, the undersigned, personally appeared Denis Montero personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kevin D. Montero

NOTARY PUBLIC

KEVIN D. MONTERO
Notary Public, State of New York
No. 02M05032624
Qualified in Suffolk County
Commission Expires 8/24/2022

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

On the 16th day of AUGUST in the year 2022 before me, the undersigned, personally appeared ARTHUR T. WALSH personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Renee Reddy

NOTARY PUBLIC

RENEE S REDDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6434298
Qualified in Nassau County
Commission Expires June 6, 2026

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions

included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this

County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it

contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Denis Montero (Name)
1 Corporate Dr., Hauppauge, NY 11788 (Address)
631-231-1318 (Telephone Number)

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

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

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.

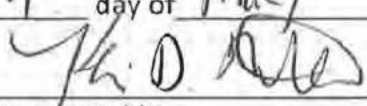
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/4/2022
Dated


Signature of Chief Executive Officer

Denis Montera
Name of Chief Executive Officer

Sworn to before me this

4th day of May, 2022

Notary Public

KEVIN D. MONTERA
Notary Public, State of New York
No. 02MO5032624
Qualified in Suffolk County
Commission Expires 8/24/2022