1. Rules Agenda

   Documents: 4- 25-16 RULES.PDF

2. Rules Agenda Contracts

   Documents: B-15-16 WEB.PDF, E-77-16 WEB.PDF, E-81-16 WEB.PDF, E-85-16 WEB.PDF, E-94-16 WEB.PDF, E-95-16 WEB.PDF, E-96-16 WEB.PDF, E-97-16 WEB.PDF, E-98-16 WEB.PDF, E-99-16 WEB.PDF, E-100-16 WEB.PDF, E-101-16 WEB.PDF

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# RULES COMMITTEE

**APRIL 25, 2016 1:00 PM**

**Norma Gonsalves – Chairwoman**
**Richard Nicolello– Vice Chairman**
**Dennis Dunne**
**Howard Kopel**
**Kevan Abrahams – Ranking**
**Judy Jacobs**
**Carrié Solages**

**Michael C. Pulitzer, Clerk of the Legislature**

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **B-15-16** | **PW** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND CARLO LIZZA & SONS, INC. B-15-16 |
| **E-77-16** | **TV** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND ELIZABETH D. PESSALA. E-77-16 |
| **E-81-16** | **TV** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND SALVATORE J. NICOSIA. E-81-16 |
| **E-85-16** | **SS** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND LABORATORY CORPORATION OF AMERICA HOLDINGS. E-85-16 |
| **E-94-16** | **AT** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND RYAN, BRENNAN & DONNELLY, LLP. E-94-16 |
| **E-95-16** | **PK** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND MARY NAGIN. E-95-16 |

| | | | |
|---|---|---|---|
| **E-96-16** | **TV** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND ANTHONY D. PERRI. E-96-16 |
| **E-97-16** | **TV** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND ZELDA JONAS. E-97-16 |
| **E-98-16** | **PW** | **R** | **RESOLUTION NO. -2016**<br>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 PUBLIC WORKS AND MUNICIPAL TESTING LABORATORY, INC. E-98-16 |
| **E-99-16** | **PW** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GANNETT FLEMING ENGINEERS, P.C. E-99-16 |
| **E-100-16** | **ME** | **R** | **RESOLUTION NO. -2016**<br>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 MEDICAL EXAMINER AND DR. HENRY DONDERO. E-100-16 |
| **E-101-16** | **AT** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-101-16 |
| **U-1-16** | **AT** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY AND VERITEXT CORP. U-1-16 |

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| U-2-16 | PK | R | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND JANET DEMAREST. U-2-16 |
| | | | **THE FOLLOWING ITEMS MAY BE UNTABLED** |
| A-4-16 | PR | R | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16 |
| B-4-16 | PW | R | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16 |
| E-49-16 | HS | R | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES AND PSCH, INC. E-49-16 |
| E-51-16 | TS | R | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLA. E-51-16 |
| E-55-16 | AT | R | **RESOLUTION NO. -2016**<br>A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-55-16 |

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **E-56-16** | **AT** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-56-16 |
| **E-63-16** | **SS** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND CAREERARC GROUP LLC D/B/A TWEETMYJOBS.COM. E-63-16 |
| **E-64-16** | **PK** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A USE AND OCCUPANCY AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND ALAN'S FAIR, INC. D/B/A NASSAU COUNTY CRAFT SHOWS. E-64-16 |
| **E-66-16** | **AT** | **R** | **RESOLUTION NO. -2016**<br>A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-66-16 |

Nassau County

Department of Public Works

B15-16

# Staff Summary

| | |
|---|---|
| Subject:<br>Signing of Contract Number H61587-44GR | Date:<br>March 21, 2016 |
| Department:<br>Public Works | Vendor Name:<br>Carlo Lizza & Sons Paving, Inc. |
| Department Head Name:<br>Shila Shah-Gavnoudias, P.E. | Contract Number<br>H61587-44GR |
| Department Head Signature:<br>Shila SG | Contract Manager Name:<br>Keith Lizza |
| Project Manager Name:<br>August Eberling<br>Rosemary Ballem Budget | |

| Proposed Legislative Action | | | | | |
|---|---|---|---|---|---|
| | To | Date | Approval | Info | Other |
| | Assgn Comm | | | | |
| | Rules Comm | | | | |
| | Full Leg | | | | |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| | Dept. Head | | Counsel to C.E. |
| SS 3/30/16<br>RS 3/31/16 | Budget | 4/6/16 MPS | County Atty. |
| | Deputy C.E. | | County Exec. |

Narrative

Purpose: It is proposed to improve various County roads in the Town of Hempstead. The work will include asphalt pavement removal, asphalt concrete overlay, removal and replacement of deteriorated pavement, repair of joints, replacement of pavement markings, traffic loops and other incidental work.

Procurement history, if applicable: Project was bid, and it is recommended to award the contract to the lowest responsible bidder, Carlo Lizza & Sons Paving Inc., who had the successful low bid of $1,169,890.00. A total of four (4) firms bid on this contract, and all were deemed to be local contractors.

General Provisions: Unit price contract.

Impact on Funding/Price Analysis: The bid for this contract of $1,169,890.00 is below the engineer's estimate and is to come from the approved authorized funds from Project Number H61587-44GR.

Recommendation: Approve as submitted.

SSG:RM:ac



RECEIVED
2016 APR 18 A 11:52
CLERK OF THE LEGISLATURE

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** Carlo Lizza & Sons Paving, Inc.

**2. Dollar amount requiring NIFA approval:** $ 1,169,890.00

***Amount to be encumbered:*** $ 1,169,890.00 (CJH)

This is a ✓ New Contract ___ Advisement ___ 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:** 150 Calendar Days

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

**4. Funding Source:**

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

| | | | |
|---|---|---|---|
| Is the cash available for the full amount of the contract? | ✓ Yes | ___ No | |
| If not, will it require a future borrowing? | ___ Yes | ___ No | |
| Has the County Legislature approved the borrowing? | ✓ Yes | ___ No | ___ N/A |
| Has NIFA approved the borrowing for this contract? | ✓ Yes | ___ No | ___ N/A |

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

Resurfacing of various County roads in the Town of Hempstead: Asphalt pavement removal, asphalt concrete overlay, removal and replacement of deteriorated pavement, repair of joints, replacement of pavement markings and traffic loops and other incidental work.

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

| | | | |
|---|---|---|---|
| Nassau County Attorney as to form | ___ Yes | ___ No | ___ N/A |
| Nassau County Committee and/or Legislature | ___ Yes | ___ No | ___ N/A |

**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:**

Exceeds $50K

## 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.

Signature Rosemarie A Allen Title 4/1/16 Date

Print Name

## 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

Signature Title Date

Print Name

## NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

**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.**

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME:** Carlo Lizza & Sons Paving INC

**CONTRACTOR ADDRESS:** 200 Winding Road Old BethPage NY 11804

**FEDERAL TAX ID #:** 11-2405784

---

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

**I. ☑ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in Newsday [newspaper] on 2-17-2016 [date]. The sealed bids were publicly opened on 3-15-2016 [date]. 4 [#] of sealed bids were received and opened.

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

_____

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

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

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

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department Head Signature**

9/30/16
**Date**

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

# Exhibit A

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? If yes, to what campaign committee?

"NONE"

2. 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.

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

Vendor: CARLO LIZZA & SONS PAVING, INC.

Dated: 3-28-16

Signed: Jonathan Tamayo

Print Name: JONATHAN TAMAYO

Title: SECRETARY

Rev. 3-2016

# Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

NONE

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

NONE

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

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

NONE

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

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

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

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

Dated: 3-28-16

Signed: Jonathan Tamayo

Print Name: JONATHAN TAMAYO

Title: SECRETARY

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name ELIA ALY LIZZA
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 200 WINDING RD
   City/state/zip OLD BETHPAGE, NY 11804
   Telephone 516 938-2566
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President [redacted] Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary [redacted]
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ✓ If Yes, provide details for each such year.

**CERTIFICATION**

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

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

Sworn to before me this 30 day of MAR 2016

John E Keeling
Notary Public

JOHN E KEELING
MY COMMISSION EXPIRES
APR
07
2020
NASSAU COUNTY, NY
NOTARY PUBLIC

CARLO LIZZA + SONS PAVING INC
Name of submitting business

JONATHAN TAMAYO
Print name

Jonathan Tamayo
Signature

Secretary
Title

3/30/16
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: 03-30-16

1) Proposer's Legal Name: CARLO LIZZA & SONS PAVING, INC.

2) Address of Place of Business: 200 WINDING RD OLD BETHPAGE, NY 11804

List all other business addresses used within last five years:
50 ENGEL ST HICKSVILLE NY 11801

3) Mailing Address (if different): )

Phone : 516 938-2566

Does the business own or rent its facilities? [redacted]

4) Dun and Bradstreet number: [redacted]

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

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, In the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

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

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

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

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 EXIST

(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 EXIST

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.

SEE ATTACHED

CARLO LIZZA & SONS PAVING, INC.

200 WINDING ROAD, OLD BETHPAGE, NY 11804

March 21, 2016

Nassau County Department of Public Works
1194 Prospect Ave
Westbury, NY 11590

Re: Contract H61587-44GR

Dear Commissioner:

In Response to Question 17 Conflict of Interest part B, as far as procedures our company has or would adapt to assure the County that a conflict of interest would not exist for our firm in the future. We screen all employees for employment.

If you need any other information please contact me at (516) 938-2566

Sincerely

Jonathan Tamayo
Carlo Lizza & Sons Paving, Inc

OFFICE: (516) 938-2566 • FAX: (516) 932-0518

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

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company TOWN OF OYSTER BAY DPW

Contact Person JOHN BISHOP

Address MILLER PLACE

City/State SYOSSET NY

Telephone (516) 677-5804

Fax # _____

E-Mail Address _____

Company NASSAU COUNTY DPW

Contact Person JOSE VITERI

Address 1194 PROSPECT AVE

City/State WESTBURY NY 11590

Telephone 516 571 - 6926

Fax #

E-Mail Address

---

Company NASSAU COUNTY DPW

Contact Person STEVEN ANKER

Address 1194 PROSPECT AVE

City/State WESTBURY, NY 11590

Telephone

Fax #

E-Mail Address

**CERTIFICATION**

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

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

Sworn to before me this 30 day of March 2016

John E Keeling
Notary Public

JOHN E KEELING
MY COMMISSION EXPIRES
APR
07
2020
NASSAU COUNTY, NY
NOTARY PUBLIC

Name of submitting business: CARLO LIZZA & SONS PAVING, INC.

By: JONATHAN TAMAYO
Print name

Jonathan Tamayo
Signature

SECRETARY
Title

03 / 30 / 16
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Carlo Lizza + Sons Paving Inc

Address: 200 Winding Rd

City, State and Zip Code: Old Bethpage Ny 11804

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp _____Other (specify)

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

Elia Aly Lizza [redacted]

Jonathan Tamayo [redacted]

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.

Elia Aly Lizza [redacted]

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

None

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.

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

None

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

None

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

None

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

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

Dated: 3-28-16

Signed: Jonathan Tamayo

Print Name: JONATHAN TAMAYO

Title: SECRETARY

**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.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).
**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JONATHAN TAMAYO SECRETARY — 03/11/16
Name and Title of Authorized Representative — m/d/yy

Signature — 03//11/16 Date

CARLO LIZZA & SONS PAVING INC
Name of Organization

200 WINDING ROAD OLD BETHPAGE NY 11804
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

B15-16

RO -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND CARLO LIZZA & SONS PAVING, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H61587-44GR, for RESURFACING OF VARIOUS COUNTY ROADS IN THE TOWN OF HEMPSTEAD, PHASE 44, NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of CARLO LIZZA & SONS PAVING, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 1,169,890.00, now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

COUNTY OF NASSAU

# Inter-Departmental Memo

**TO:** Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

**FROM:** *Department of Public Works*

**DATE:** March 24, 2016

**SUBJECT:** **RECOMMENDATION OF AWARD**

**Contract No: H61587-44GR**

**Title:** **RESURFACING OF VARIOUS COUNTY ROADS IN THE TOWN OF HEMPSTEAD, PHASE 44**

**Bids received on: March 15, 2016**

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **Carlo Lizza & Sons Paving, Inc.,** as the lowest responsible bidder with a total bid amount of **$ 1,169,890**. In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias
Commissioner

H61587-44GR - General Contracting

Resurfacing of Variolus County Roads in the Town of Hempstead - Phase 44



**Bid Opening:** 3 /15/2016

**Engineer:** Donna Boyle **Phone:** (516) 571-6817

| Contractor | Address | Insurance | Payment | Bid Amount | Alternate Bid |
|---|---|---|---|---|---|
| Carlo Lizza & Sons Paving, Inc. | 200 Winding Road Old Bathpage, NY 11804 | Fidelity and Deposit Company o | 10% Amt Bid | $1,169,890.00 | $0.00 |
| Metro Paving LLC | 500 Patton Avenue West Babylon, NY 11704-1417 | Liberty Mutual Insurance Comp | 10% Amt Bid | $1,498,938.00 | $0.00 |
| Posillico Civil, Inc. | 1750 New Highway Farmingdale, NY 11735 | Liberty Mutual Insurance Comp | 10% Amt Bid | $1,715,609.00 | $0.00 |
| Pratt Brothers, Inc. | 45 South Fourth Street Bay Shore, NY 11706-1210 | United States Fire Insurance Co | 10% Amt Bid | $1,771,177.00 | $0.00 |

**The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.**

## FORM OF BID BOND

**IMPORTANT** The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Carlo Lizza & Sons Paving Inc.

as Principal; and Fidelity and Deposit Company of Maryland as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of the Attached Bid dollars ($ 10% ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 8th day of March, 20 16

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. H61587-44GR for the

Resurfacing Various County Roads in the Town of Hempstead Phase 44 Nassau County NY

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Carlo Lizza & Sons Paving, Inc.
Contractor

by _____ (L.S.) (Corporate seal of Contractor Title if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Fidelity and Deposit Company of Maryland
Surety

by _____ (L.S.)
Title of officer
Kim Spinello - Attorney in Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer

(Acknowledgment by Contractor if a corporation)

STATE OF New York )

)

ss.:
COUNTY OF NASSAU )

On this 11 day of March , 2016 , before me personally came JONATHAN TAMAYO to me known, who, being by me duly sworn, did depose and say for himself, that he resides in OYSTER BAY NY 11771 that he is the Secretary of the Carlo Lizza + Sons Paving Inc the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

JOHN E KEELING
NOTARY PUBLIC
NASSAU COUNTY, NY
MY COMMISSION EXPIRES
APR 07 2016

John E Keeling
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____ )

)

ss.:
COUNTY OF _____ )

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____ )

)

ss.:
COUNTY OF _____ )

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

(Acknowledgment by Surety Company)

STATE OF NY )

)

ss.:
COUNTY OF Nassau )

On this 8th day of March , 20 16 , before me personally came Kim Spinello to me Known, who being by me duly sworn, did depose and say that he resides in East Meadow, NY

that he is the Attorney in Fact of the Fidelity and Deposit Company of Maryland , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Notary further said that he is acquainted with Kim Spinello and knows him to be the Attorney in Fact of said company; that the signature of the said Kim Spinello subscribed to the within instrument is in the genuine handwriting of the said Attorney in Fact and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Notary .

Denese Thompson
Notary Public

DENESE THOMPSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TH4623317
Qualified In Nassau County
My Commission Expires February 28, 2019

## POWER OF ATTORNEY

**ATTENTION:** Insert the "Power of Attorney" after this page in with your bid submission.

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Louis J. SPINA, Denese THOMPSON, Phillip G. SAMUEL, Frank ABBATIELLO, Kim SPINELLO and Tara LAVERDIERE, all of Uniondale, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 22nd day of September, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: _____
*Secretary*
*Eric D. Barnes*

_____
*Vice President*
*Thomas O. McClellan*

State of Maryland
County of Baltimore

On this 22nd day of September, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

POA-F 093-7470A

## FINANCIAL STATEMENT

**ATTENTION:** Insert the "Financial Statement" after this page in with your bid submission.

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition**
As Of December 31, 2015

**ASSETS**

| | | |
|---|---|---|
| Bonds | | $ 142,878,497 |
| Stocks | | 22,315,096 |
| Cash and Short Term Investments | | 337,835 |
| Reinsurance Recoverable | | 24,731,651 |
| Other Accounts Receivable | | 19,935,844 |
| TOTAL ADMITTED ASSETS | | $ 210,198,923 |

**LIABILITIES, SURPLUS AND OTHER FUNDS**

| | | |
|---|---|---|
| Reserve for Taxes and Expenses | | $ 46,436 |
| Ceded Reinsurance Premiums Payable | | 40,456,309 |
| Securities Lending Collateral Liability | | 0 |
| TOTAL LIABILITIES | | $ 40,502,745 |
| Capital Stock, Paid Up | $ 5,000,000 | |
| Surplus | 164,696,178 | |
| Surplus as regards Policyholders | | 169,696,178 |
| TOTAL | | $ 210,198,923 |

Securities carried at $57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be $212,137,795 and surplus as regards policyholders $171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.

*Corporate Secretary*

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.

*Notary Public*

DARRYL JOINER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 24, 2018

## CERTIFICATE OF SOLVENCY

**ATTENTION:** Insert the "Certificate of Solvency" after this page in with your bid submission.

# STATE OF NEW YORK
# DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Fidelity and Deposit Company of Maryland
of Owings Mills, Maryland

a corporation organized under the laws of the State of Maryland and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $168,472,716.(Capital $5,000,000.) as is shown by its sworn financial statement for the quarter ended December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 25th day of March, 2015.

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

**PROPOSAL**
To the County of Nassau

**NASSAU COUNTY**
**RESURFACING OF VARIOUS COUNTY ROADS**
**IN THE TOWN OF HEMPSTEAD**
**PHASE 44**
**Contract No. H61587-44GR**

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: CARLO LIZZA & SONS PAVING INC
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 200 WINDING ROAD OLD BETHPAGE NY 11804

Telephone: 516 938 2566 Date: 3/11/2016

FAX Tele: 516 932 0518 E-Mail: [redacted]

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

| Name of Partners | Residence of Partners |
|---|---|
| ELIA ALY LIZZA | [redacted] |
| | |

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: 1976

Name of President: ELIA ALY LIZZA

President's Domicile: [redacted]

Name of Vice Pres:

Vice Pres's Domicile:

Corporate Officer: JONATHAN TAMAYO Title: SECRETARY

Corporate Officer's Domicile: [redacted]

Corporate Officer: Title:

Corporate Officer's Domicile:

# INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: H&158744GR

| Item No | Engineers Estimate | Item Description | Unit Price Written in words | Unit Bid Price Dollars and Cents | Amount Bid Price Dollars and Cents |
|---|---|---|---|---|---|
| 1M | 1.00 LS | Mobilization | For: ONE DOLLAR | $1.00 | $1.00 |
| 2 | 80.00 CY | Unclassified Excavation | For: TEN CENTS " | .10 " | $8.00 " |
| 7 | 240.00 SY | Preparing Fine Grade | For: TWENTY-FIVE CENTS | .25 | $60.00 |
| 12H | 500.00 LF | Cleaning Existing Drainage System | For: FOUR DOLLARS " | $4.00 " | $2,000.00 " |
| 13A | 8.50 CY | Catch Basins | For: TWO HUNDRED DOLLARS | $200.00 | $1,700.00 |
| 15 | 5.00 EA | Altering Catch Basin | For: SEVEN HUNDRED FIFTY DOLLAR | $750.00 | $3,750.00 |
| 16X | 20.00 EA | Altering Brick Manholes | For: TWO HUNDRED DOLLARS | $200.00 | $4,000.00 |
| 26 | 550.00 LF | Concrete Curb | For: TWENTY DOLLARS | $20.00 | $11,000.00 |
| 27DW | 280.00 SF | Detectable Warning Surface | For: FORTY DOLLARS " | $40.00 " | $11,200.00 " |
| 27 | 3,300.00 SF | Cement Concrete Sidewalk | For: FIVE " DOLLARS | $5.00 " | $16,500.00 " |
| 27DW-1 | 10.00 SF | Surface Applied Detectable Warning Surface | For: ONE HUNDRED DOLLARS | $100.00 | $1,000.00 |
| 34 | 16,000.00 LB | Miscellaneous Metals | For: FIVE CENTS | .05 | $800.00 |
| 36CX | 70.00 TON | Asphalt Concrete Truing and Leveling Course Type 1A | For: ONE HUNDRED FIFTY DOLLARS | $150.00 | $10,500.00 |
| 36DRAR | 5,000.00 TON | Rut Avoidance Asphalt Concrete Type 1A (Top RA Resurfacing) | For: ONE HUNDRED FIFTY DOLLARS | $150.00 | $750,000.00 |
| 58RPC | 240.00 LF | Saw Cutting Existing Roadway Pavement Concrete | For: FIVE CENTS " | .05 " | $12.00 " |

Nassau County-DPW
43 of 202
Contract No. H&158744GR
Resurfacing Various County Roads-Phase 44

Department of Public Works Nassau County, N.Y.
Bid Sheet for Contract H6158744GR

| Item No | Engineers Estimate | Item Description | Unit Price Written in words | Unit Bid Price Dollars and Cents | Amount Bid Price Dollars and Cents |
|---|---|---|---|---|---|
| 102D | 260.00 DAY | Flashing Arrow Board | For: TWENTY-FIVE CENTS | .25 | $65.00 |
| 102 | 1.00 LS | Work Zone Traffic Control | For: FOUR DOLLARS | $4.00 | $4.00 |
| 102PVMS | 260.00 DAY | Portable Variable Message Sign | For: TWENTY-FIVE CENTS | .25 | $65.00 |
| 111 | 700.00 SY | Removal and Replacement of Pavement | For: TEN " DOLLARS | $10.00 " | $7,000.00 " |
| 112 | 125.00 EA | Adjusting Manholes | For: TEN DOLLARS | $10.00 | $1,250.00 |
| 114 | 60.00 EA | Adjustment of Water Appurtenances | For: FOUR " DOLLARS | $4.00 " | $240.00 " |
| 115 | 1,160.00 LF | Butt Joints | For: ONE DOLLAR | $1.00 | $1,160.00 |
| 116A | 18,000.00 SY | Profiling and Removal of Asphalt Pavement | For: FIVE DOLLARS | $5.00 | $90,000.00 |
| 132 | 25.00 EA | Plowable Raised Reflectorized Pavement Markers | For: FIFTY " DOLLARS | $50.00 " | $1,250.00 " |
| 133X | 1.00 LS | Clean and Fill Joints and Cracks | For: FOUR DOLLARS | $4.00 | $4.00 |
| 136X | 40.00 SHFT | Survey Stakeout | For: ONE DOLLAR " | $1.00 " | $40.00 " |
| 137 | 500.00 LF | Removal of Pavement Markers | For: FIVE CENTS " | .05 " | $25.00 " |
| 138 | 200.00 SY | Asphalt Joint Repair | For: ONE HUNDRED FIFTY DOLLARS | Contingent $150.00 | $30,000.00 |
| 141B | 29.00 EA | Silt Protection For Surface Inlet Drainage Structures | For: ONE DOLLAR " | $1.00 " | $29.00 " |
| 141C | 45.00 EA | Silt Protection For Curb Inlet Drainage Structures | For: ONE DOLLAR " | $1.00 " | $45.00 " |
| 199A | 1.00 LS | Asphalt Price Adjustments (Force) | For: TWENTY FIVE THOUSAND DOLLARS | $25,000.00 | $25,000.00 |
| 199 | 1.00 LS | Interim Payments (Force) | For: EIGHTY THOUSAND DOLLARS | $80,000.00 | $80,000.00 |
| 368 | 1,000.00 SY | TOPSOIL AND GRASS SEED | For: FIVE CENTS " | .05 " | $50.00 " |
| 422SHR | 33.00 EA | Adjust Traffic Magnetic Vehicle | For: TWO HUNDRED " DOLLARS | $200.00 " | $6,600.00 " |

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: H6158744GR

| Item No | Engineers Estimate | Item Description | Unit Price Written in words | Unit Bid Price Dollars and Cents | Amount Bid Price Dollars and Cents |
|---|---|---|---|---|---|
| | | Detector | | | |
| 422L | 6,552.00 LF | Furnish and Install Loop Wires | For: ONE DOLLAR 44 | #1.00 44 | #6,552 44 |
| 422LS | 2,184.00 LF | Furnish and Install Loop Saw Cut | For: TEN DOLLARS 44 | #10.00 44 | #21,840.00 44 |
| 442Y-1 | 1,200.00 LF | Epoxy reflectorized Pavement Markings (Yellow) For Hand Applications | For: ONE DOLLAR FOURTY CENTS | #1.40 | #1,680.00 |
| 442W-1 | 3,700.00 LF | Epoxy reflectorized Pavement Markings (White) For Hand Applications | For: TWO DOLLARS FOURTY CENTS | #2.40 | #8,880.00 |
| 442Y | 21,300.00 LF | Epoxy Reflectorized Pavement Markings - Yellow | For: FOURTY CENTS | .40 | #8,520.00 |
| 442W | 24,900.00 LF | Epoxy Reflectorized Pavement Markings - White | For: FOURTY CENTS | .40 | #9,960.00 |
| 443-A | 64.00 EA | Preformed Tape Pavement Markings - Arrows | For: FOUR HUNDRED 44 | #400.00 44 | #25,600.00 44 |
| 443C | 50.00 EA | Preformed Tape Pavement Markings - Character | For: TWO HUNDRED DOLLARS | #200.00 | #10,000.00 |
| 445W-12 | 4,300.00 LF | Preformed High Performance Tape Pavement Marking (12" White) | For: FIVE DOLLARS 44 | #5.00 44 | #21,500.00 44 |

Total Bid in Numbers $ 1,169,890.00

Total Amount in Words ONE MILLION ONE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED NINTY DOLLARS

Nassau County DPW

47 of 282

Contract No. H6158744GR Resurfacing Various County Roads-Phase 44

PROPOSAL: For all work in accordance with the drawings and specifications:

CARLO LIZZA & SONS PAVING INC
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency _____

By: Jonathan Tamayo Date: 3/11/2016

(Print) JONATHAN TAMAYO Title: SECRETARY

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: Jonathan Tamayo
Secretary

(CORPORATE)
(SEAL)

## QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 40 YRS

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 40 YRS

   b. as a Subcontractor _____

3. List below the construction projects your firm has under way as of this date:

| Contract Amount | Class of work | Percent Completed | Name and Address of Owner or Contracting Officer |
|---|---|---|---|

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

| Contract Amount | Class of work | Percent Completed | Name and Address of Owner or Contracting Officer |
|---|---|---|---|
| $1,844,810.00 | MILLING/PAVE | 100% | NCPDW PROSPECT AVE WESTBURY |
| $2,825,575.00 | MILL/PAVE | 100% | NCDPW PROSPECT AVE WESTBURY |
| $2,385,000.00 | MILL/PAVE | 100% | NCDPW PROSPECT AVE WESTBURY |
| $3,714,997.00 | MILL/PAVE | 100% | NCPDW PROSPECT AVE WESTBURY |
| $13,070,155.24 | MILLING | 100% | NYC DDC 30-30 THOMPSON AVE LONG ISLAND CITY |
| $9,564,000.00 | MILLING | 100% | NYC DDC 30-30 THOMSPSON AVE LONG ISLAND CITY |

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

10. In what other lines of business are you financially interested?

NONE

11. What is the construction experience of the principal individuals of your firm?

| Individual's Name | Present Position or Office | Years of Construction Experience | Magnitude and type of work | In what Capacity |
|---|---|---|---|---|
| ELIA ALY LIZZA | PRESIDENT | 40 | FIELD WORK | PRESIDENT |
| JOHN KEELING | PROJECT MGR | 26 | FIELD WORK | SUPERVISION |
| EMILIO TANZILLO | SUPER | 36 | ALL WORK | LAYOUT & INSPECTION |
| KEITH LIZZA | SUPER | 16 | FIELDWORK | FIELD SUPER |

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

| Item | Description, Size Capacity, Year, etc. | Years of Service | Present Location |
|---|---|---|---|

SEE ATTACHED LIST

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

ROADTEC 900E 575,000.00 BOA PO BOX 100918 ATLANTA GA
BOBCAT 850 37,000.00 CAT FINANCIAL PO BOX 13834 NEWARK NJ
CASE 590 64,000.00 FNB COMMERICAL LEASING PO BOX 6021 HERMITTAGE PA
CASE 590 64,000.00 FNB COMMERICAL LEASING PO BOX 6021 HERMITTAGE PA

(use additional blank sheets if additional space is necessary)

# JOHN E. KEELING

## OBJECTIVE

To obtain a challenging and rewarding career in a dynamic corporate Environment.

## EXPERIENCE

1990- Present Carlo Lizza & Sons Construction Corp. Hicksville, NY

Project Manager

Managed all daily operations

Organized job sites, selected crews, and ensured regulations were followed.

Oversaw all Municipal Contracts

Handled All Bonding and Submittals

Conferred with officials and provided troubleshooting where necessary.

1986 – 1990 Community Hospital at Glen Cove Glen Cove, NY

Assistant Head of Security

Responsible for internal security of the hospital

Liaison with contracted security guards

1969 – 1985 Nassau County Police Department Mineola, NY

Senior Detective of busiest Squad in the County with over 14,000 cases annually

Directed investigations and gained a reputation for resolving personnel disputes Quickly and calmly. Rated Number 1 over 35 Detectives for last 4 years.

## EDUCATION

Attended Nassau Community College
Attended NYIT Major Security Management Course
SUNY Farmingdale Electronic Security Technology
FBI National Academy
FBI International Terrorists Tactics Course
FBI Advance Crime Prevention Course
Nassau County PD Police Academy & Detective School
NYPD Security Operations Theory & Practice

References Provided Upon Request

[redacted]

# ELIA ALY LIZZA

1976-PRESENT: Carlo Lizza & Sons Paving Inc.
PRESIDENT AND CEO

Mr. Lizza took over a family-owned Paving Company with approximately One Million Dollars in assets and turned it into one of the largest Asphalt Paving Contractors on Long Island. Yearly Contracted amounts have increased to an average of $17,000.00.

Mr. Lizza's primary function begins with the selling of the various projects this firm performs. But, it doesn't end there. Mr. Lizza stays very close to the daily activity, distribution of men and equipment, and finances. It is because of his involvement that this Company has grown into a highly respected Site Contractor.

# EMILIO TANZILLO

1997-PRESENT: Carlo Lizza & Sons Paving Inc.

Construction Super/Asphalt Foreman- responsible for the installation of paving materials according to Contract Plans and Specifications. Emilio supervises several crews and coordinates equipment for projects ranging in scope from simple parking areas to County Roadways.

1977-1997: PaveCo, Inc.

Asphalt Superintendent- lead person heading paving operations for large Suffolk County Contractor

1996-1997: Davis Contracting, Inc.

Laborer

EQUIPMENT LIST

| | | | | | |
|---|---|---|---|---|---|
| A10 | sweeper attach | 2009 | bobcat | sweepr | |
| A11 | sweeper attach | 2010 | python | sweepr | |
| A12 | miller attach | 2006 | bobcat | miller | |
| A13 | miller attach | | Bobcat | miller | |
| A14 | miller attach | | bobcat | miller | |
| A15 | breaker attach 1 | 2003 | breaker b/cat | hb980 | |
| A16 | breaker attach 2 | 2003 | breaker jdeere | hb75 | 100126 |
| A17 | breaker attach 3 | 2007 | breaker stanley | mb15exs | 1653 |

| | | | | | |
|---|---|---|---|---|---|
| | Walk Behind Saw | | Husqvarna | c13p1b | |
| | Walk Behind Saw | | Husqvarna | fs400Lv | |
| | Walk Behind Saw | | Husqvarna | Saw with Arrowboard | FS6600D |
| | | | | | |
| | Bucket | | 4 in one | | |
| | Bucket | | Bobcat | | |
| | Bucket | | Bobcat | | |
| | Bucket | | Bobcat | | |
| | Bucket | | Cat | Backhoe | |
| | Bucket | | Case | Backhoe | |
| | Bucket | | Case | Backhoe | |
| | Ripper | | Case | Backhoe | |
| | Ripper | | Case | Backhoe | |
| | Ripper | | case | Backhoe | |

EQUIPMENT LIST

| | | | | | |
|---|---|---|---|---|---|
| A10 | sweeper attach | 2009 | bobcat | sweepr | |
| A11 | sweeper attach | 2010 | python | sweepr | |
| A12 | miller attach | 2006 | bobcat | miller | |
| A13 | miller attach | | Bobcat | miller | |
| A14 | miller attach | | bobcat | miller | |
| A15 | breaker attach 1 | 2003 | breaker b/cat | hb980 | |
| A16 | breaker attach 2 | 2003 | breaker jdeere | hb75 | 100126 |
| A17 | breaker attach 3 | 2007 | breaker stanley | mb15exs | 1653 |

| | | | | | |
|---|---|---|---|---|---|
| | Walk Behind Saw | | Husqvarna | c13p1b | |
| | Walk Behind Saw | | Husqvarna | fs400Lv | |
| | Walk Behind Saw | | Husqvarna | Saw with Arrowboard | FS6600D |
| | | | | | |
| | Bucket | | 4 In one | | |
| | Bucket | | Bobcat | | |
| | Bucket | | Bobcat | | |
| | Bucket | | Bobcat | | |
| | Bucket | | Cat | Backhoe | |
| | Bucket | | Case | Backhoe | |
| | Bucket | | Case | Backhoe | |
| | Ripper | | Case | Backhoe | |
| | Ripper | | Case | Backhoe | |
| | Ripper | | case | Backhoe | |

14. In what manner have you inspected this proposed work? Explain in detail.
VISTED LOCATIONS, MEASURED ROADWAYS, INSPECTED CONDITION OF ALL ROADS

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

WE WILL MILL ROADWAYS, SAW CUT BUTT JOINTS, REPAIR CURBS WERE DIRECTED OR CATCH BASINS SWEEP AND PAVE

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.
KEITH LIZZA
EMILIO TANZILLO

17. Insurance carried by your firm:

| Type | Company | Limits of Coverage | Term |
|---|---|---|---|
| GENERAL LIABILITY | AXIS INSURANCE CO | $4,000,000.00 | 1 YEAR |
| AUTO INSURANCE | HARLEYSVILLE WORCESTER INS | 1,000,000.00 | 1 YEAR |
| UMBRELLA POLICE | STARR INDEMNITY LIABILLITY CO | $5,000,000..00 | 1 YEAR |
| WORKER COMP | CONTINENTAL INDEMNITY | | 1 YEAR |

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

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

JONATHAN TAMAYO Being duly sworn, deposes and says:
That he resides at ORCHARD STREET Street,
in the City of OYSTER BAY NY that he is the SECRETARY of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 11 day of MARCH , 20 16.

JOHNE KEELING
NOTARY PUBLIC
NASSAU COUNTY
MY COMMISSION EXPIRES
APR
07
2016

John E Keeling
Notary

(Form of Affidavit where Bidder is a firm)

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

_____ Being duly sworn, deposes and says:
That he is a member of
the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is an individual)

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

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

## WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO.

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

| Contractor's Name and Address<br><br>Federal ID No.: | Project Description (Project Title, Facility Name and Address): | Bid Date: | Total Contract Amt: |
|---|---|---|---|
| | | | |

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box [ ], skip to bottom of form, and sign it as required.

| Subcontractor's Name, Address and Federal ID No. | Check (✓) *only* one. Plumbing and Gas Fitting | Steam Heating, Hot Water Heating, Ventilating and AC Apparatus | Electric Wiring and Standard Illuminating Fixtures | General Description of Work | Subcontractor's Contract Amt. |
|---|---|---|---|---|---|
| Federal ID No. | ☐ | ☐ | ☐ | | |
| Federal ID No. | ☐ | ☐ | ☐ | | |
| Federal ID No. | ☐ | ☐ | ☐ | | |

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature:_____ Title:_____ Date:_____

## IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

3/11/2016 JONATHAN TAMAYO SECRETARY

Signature/Date Print Name and Position

# MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No X

If yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

CARLO LIZZA & SONS PAVING INC
(Name of Business)

SCHOOL (631) 286-8677
FAX (631) 286-8683

APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL
**INTERNATIONAL UNION OF OPERATING ENGINEERS**
LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties 247-C

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206
SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

March 21, 2016

Nassau County Dept. of Public Works
1194 Prospect Ave
Westbury, NY 11590

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Carlo Lizza & Sons Paving, Inc.

**Project No. H61587- 44GR Resurfacing of Various County Roads in the Town of Hempstead, Phase 44**

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to Carlo Lizza & Sons Paving, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2015 to May 31, 2019. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1161 LOCUST AVENUE
BOHEMIA, N.Y.11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

FUND ADMINISTRATOR
ANNALISA C. DEFALCO ESQ.

TRAINING DIRECTOR
STEVEN M. AURIGEMA

BOARD OF TRUSTEES
GEORGE F. TRUICKO JR.
GEORGE S. TRUICKO
FRANK DAMIANO JR.
JAMES WINSHIP
FRANK ALBERTO
GREGORY W. COUCH
JASON GOLDEN
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

March 21, 2016

| | |
|---|---|
| Owner | : Nassau County-Town of Hempstead |
| Contract/Bid No. | : #H61587-44GR |
| Description | : Resurfacing of Various County Roads in the Town of Hempstead |

TO WHOM IT MAY CONCERN;

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Carlo Lizza and Sons Paving Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

Any additional questions should be directed to my attention.

Fraternally yours,

Steven M. Aurigema
Training Director
Joint Apprenticeship Training Fund

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

**Part 1- General Information:**

| | |
|---|---|
| Consultant/Contractor Name: | CARLO LIZZA & SONS PAVING, INC. |
| Address (street/city/state/zip code): | 200 WINDING RD OLD BETHPAGE NY 11804 |
| Authorized Representative (name/title): | JONATHAN TAMAYO, SECRETARY |
| Authorized Signature: | Jonathan Tamayo |
| Contract Number: | H61587-44GR |
| Contract/Project Name: | RESURFACING OF VARIOUS COUNTY ROADS IN THE TOWNS OF OYSTER BAY & HEMPSTEAD |
| Contract/Project Description: | MILL & REPAVE VARIOUS STREETS |

**Part 2- Projected MBE/WBE Contract Summary:**

| | Amount ($) | | Percentage (%) |
|---|---|---|---|
| Total Dollar Value of the Prime Contract | $1,170,000.00 | | |
| Total MBE Dollar Amount | $117,000.00 | MBE Contract Percentage | 10% |
| Total WBE Dollar Amount | | WBE Contract Percentage | |
| Total Combined M/WBE Dollar Amount | $117,000.00 | Combined M/WBE Contract Percentage | |

**Part 3- MBE Information (use additional blank sheets as necessary):**

| MBE Firm | Description of Work (MBE) | Projected MBE Contract Amount($) and Award Date | MBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name: DANA CONSTRUCTION CORP.<br>Address: 114-15 149th STREET<br>City: SOUTH OZONE PARK<br>State/Zip Code: NY/11420<br>Authorized Representative:<br>Telephone No. [redacted] | TRUCKING | Amount ($): 117,000.00<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**Part 4- WBE Information (use additional blank sheets as necessary):**

| WBE Firm | Description of Work (WBE) | Projected WBE Contract Amount($) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Shila Shah-Gavnoudias, Commissioner

**FROM:** Rakhal Maitra, Deputy Commissioner

**DATE:** March 21, 2016

**SUBJECT:** **RECOMMENDATION OF AWARD**

**Contract Number: H61587-44GR**

**Title: Resurfacing of Various County Roads in the Town of Hempstead**

**Engineer's Estimate: $2,072,945.00**

**Bids Received On: March 15, 2016**

The bids received for the above referenced contract have been examined, as tabulated in the Bid Comparison attached, and the bid submitted by Carlo Lizza & Sons Paving, Inc., in the amount of $1,169,890.00 is acceptable as the lowest responsible bidder.

The low bid by Carlo Lizza & Sons Paving, Inc. is below the engineer's estimate and adequate funds are available (Capital Project Numbers 61587-44GR). After reviewing all documentation submitted by the Contractor, it was found that Carlo Lizza & Sons Paving, Inc. meets the required goals for this project. Therefore, it is requested that the attached Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached herewith, please find a completed Contract Summary form for your information and use.

Rakhal Maitra
Deputy Commissioner

RM:ac
Attachments

c: Kenneth G. Arnold, Assistant to Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
August Eberling, Civil Engineer III,
Loretta Dionisio, Hydrogeologist II

**REQUEST TO INITIATE** **RTI Number** 15-0267

## REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

**PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC**

☐ **RFQ** ☐ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: Resurfacing of Various County Roads in the Town on Hempstead, Phase 44

Department: Public Works Project Manager: Steven J. Anker Date: 08-18-2015

Service Requested: The work includes asphalt pavement removal, asphalt concrete overlay, removal and replacement of deteriorated pavement, repair of joints, replacement of pavement markings and traffic loops, and other incidental work.

Justification: Improvements are public safety

Requested by: Civil Site Engineering Unit (Department/Agency/Office)

Project Cost for this Phase/Contract: (Plan/Design/**Construction**/CM/Equipment) $3,350,984.00
Circle appropriate phase

Total Project Cost: _____ Date Start Work: _____ Duration: 150 Calendar Days
Includes, design, construction and CM Phase being requested Phase being requested

Capital Funding Approval: YES ☑ NO ☐ _____ SIGNATURE _____ DATE

**Funding Allocation (Capital Project):** 61587
See Attached Sheet if multiyear ☐

NIFS Entered : _____ SIGNATURE _____ DATE AIM Entered: N/A SIGNATURE _____ DATE

Funding Code: 61587 044 use this on all encumbrances Timesheet Code: _____ use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
mm Supplemental Environmental Documentation _____

Department Head Approval: YES ☑ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

**PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.**

| | Vendor | Quote | Comment | See Attached Sheet ☐ |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

DCE/Ops Approval: YES NO Signature _____

Version January 2014

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

**FROM:** Department of Public Works

**DATE:** March 21, 2016

**SUBJECT:** CSEA Notification of a Proposed DPW Contract
Proposed Contract No: H61587-44GR

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
   Resurfacing of Various County Roads in the Town of Hempstead

2. The work involves the following:
   Asphalt pavement removal, asphalt concrete overlay, removal and replacement of deteriorated pavement, repair of joints, replacement of pavement markings and traffic loops and other incidentals.

3. An estimate of the cost is: $1,169,890.00.

4. An estimate of the duration is: One hundred and fifty (150) Calendar Days

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:WSN:pl
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human ResourcesUnit
Richard Iadevaio Jr., Superintendent of Highway and Drainage Construction
Loretta Dionisio, Hydrogeologist II
August Eberling, Civil Engineer III
Jonathan Lesman, Management Analyst II
Paul Pyne, Construction Inspector I

Department Of Public Works

Nassau County

MADE BY: Paul Pyne

BID SUMMARY FOR CONTRACT: H61587-44GR

Resurfacing County Roads Phase 44

Bid Attemp Number: 2

Bid Opening: 3/15/2016

| | | | ENGINEER'S ESTIMATE | | | Carlo Lizza and Sons | | | Metro Paving LLC | | | Posillico Civil, Inc. | | | Pratt Brothers, INC | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item # | Description | Unit | Unit Price | Bid Quantity | Extension | | Unit Price | Amount Bid | | Unit Price | Bid Amount | | Unit Price | Bid Amount | | Unit Price | Bid Amount |
| 1M | Mobilization | LS | $200,000.00 | 1.00 | $200,000.00 | UL | $1.00 | $1.00 | UL | $90,000.00 | $90,000.00 | UL | $125,000.00 | $125,000.00 | UL | $95,000.00 | $95,000.00 |
| 2 | Unclassified Excavation | CY | $70.00 | 80.00 | $5,600.00 | UL | $0.10 | $8.00 | UL | $15.00 | $1,200.00 | OL | $150.00 | $12,000.00 | UL | $1.00 | $80.00 |
| 7 | Preparing Fine Grade | SY | $3.50 | 240.00 | $840.00 | UL | $0.25 | $60.00 | UL | $2.00 | $480.00 | OL | $10.00 | $2,400.00 | UL | $1.00 | $240.00 |
| 12H | Cleaning Existing Drainage System | LF | $10.00 | 500.00 | $5,000.00 | UL | $4.00 | $2,000.00 | UL | $4.00 | $2,000.00 | UL | $4.00 | $2,000.00 | Same | $10.00 | $5,000.00 |
| 13A | Catch Basins | CY | $350.00 | 8.50 | $2,975.00 | UL | $200.00 | $1,700.00 | OL | $1,000.00 | $8,500.00 | OL | $1,200.00 | $10,200.00 | OL | $1,600.00 | $13,600.00 |
| 15 | Altering Catch Basin | EA | $3,500.00 | 5.00 | $17,500.00 | UL | $750.00 | $3,750.00 | OL | $3,800.00 | $19,000.00 | UL | $600.00 | $3,000.00 | OL | $4,000.00 | $20,000.00 |
| 16X | Altering Brick Manholes | EA | $500.00 | 20.00 | $10,000.00 | UL | $200.00 | $4,000.00 | Same | $500.00 | $10,000.00 | UL | $450.00 | $9,000.00 | UL | $300.00 | $6,000.00 |
| 26 | Concrete Curb | LF | $20.00 | 550.00 | $11,000.00 | Same | $20.00 | $11,000.00 | OL | $36.00 | $19,800.00 | OL | $70.00 | $38,500.00 | OL | $50.00 | $27,500.00 |
| 27 | Cement Concrete Sidewalk | SF | $10.00 | 3,300.00 | $33,000.00 | UL | $5.00 | $16,500.00 | UL | $9.00 | $29,700.00 | OL | $30.00 | $99,000.00 | OL | $12.00 | $39,600.00 |
| 27DW | Detectable Warning Surface | SF | $40.00 | 280.00 | $11,200.00 | Same | $40.00 | $11,200.00 | Same | $40.00 | $11,200.00 | OL | $60.00 | $16,800.00 | Same | $40.00 | $11,200.00 |
| 27DW-1 | Surface Applied Detectable Warning Surface | SF | $40.00 | 10.00 | $400.00 | OL | $100.00 | $1,000.00 | Same | $40.00 | $400.00 | OL | $60.00 | $600.00 | OL | $150.00 | $1,500.00 |
| 34 | Miscellaneous Metals | LB | $2.00 | 16,000.00 | $32,000.00 | UL | $0.05 | $800.00 | UL | $1.00 | $16,000.00 | UL | $0.80 | $12,800.00 | UL | $1.00 | $16,000.00 |
| 36CX | Asphalt Concrete Truing and Leveling Course Type 1A | TON | $130.00 | 70.00 | $9,100.00 | OL | $150.00 | $10,500.00 | UL | $103.00 | $7,210.00 | UL | $100.00 | $7,000.00 | Same | $130.00 | $9,100.00 |
| 36DRAR | Rut Avoidance Asphalt Concrete Type 1A(Top RA Resurfacing) | TON | $130.00 | 5,000.00 | $650,000.00 | OL | $150.00 | $750,000.00 | UL | $103.00 | $515,000.00 | UL | $100.00 | $500,000.00 | Same | $130.00 | $650,000.00 |
| 58RPC | Saw Cutting Existing Roadway Pavement Concrete | LF | $6.00 | 240.00 | $1,440.00 | UL | $0.05 | $12.00 | Same | $6.00 | $1,440.00 | UL | $5.00 | $1,200.00 | UL | $5.00 | $1,200.00 |
| 102 | Work Zone Traffic Control | LS | $200,000.00 | 1.00 | $200,000.00 | UL | $4.00 | $4.00 | UL | $74,000.00 | $74,000.00 | OL | $245,000.00 | $245,000.00 | UL | $191,078.00 | $191,078.00 |
| 102D | Flashing Arrow Board | DAY | $125.00 | 260.00 | $32,500.00 | UL | $0.25 | $65.00 | UL | $15.00 | $3,900.00 | UL | $10.00 | $2,600.00 | UL | $5.00 | $1,300.00 |
| 102PVMS | Portable Variable Message Sign | DAY | $400.00 | 260.00 | $104,000.00 | UL | $0.25 | $65.00 | UL | $50.00 | $13,000.00 | UL | $10.00 | $2,600.00 | UL | $5.00 | $1,300.00 |
| 111 | Removal and Replacement of Pavement | SY | $125.00 | 700.00 | $87,500.00 | UL | $10.00 | $7,000.00 | OL | $155.00 | $108,500.00 | OL | $150.00 | $105,000.00 | OL | $140.00 | $98,000.00 |
| 112 | Adjusting Manholes | EA | $350.00 | 125.00 | $43,750.00 | UL | $10.00 | $1,250.00 | Same | $350.00 | $43,750.00 | UL | $200.00 | $25,000.00 | UL | $250.00 | $31,250.00 |
| 114 | Adjustment of Water Appurtenances | EA | $50.00 | 60.00 | $3,000.00 | UL | $4.00 | $240.00 | Same | $50.00 | $3,000.00 | OL | $60.00 | $3,600.00 | OL | $150.00 | $9,000.00 |
| 115 | Butt Joints | LF | $15.00 | 1,160.00 | $17,400.00 | UL | $1.00 | $1,160.00 | UL | $10.00 | $11,600.00 | Same | $15.00 | $17,400.00 | UL | $12.00 | $13,920.00 |
| 116A | Profiling and Removal of Asphalt Pavement | SY | $6.00 | 18,000.00 | $108,000.00 | UL | $5.00 | $90,000.00 | Same | $6.00 | $108,000.00 | UL | $5.50 | $99,000.00 | UL | $5.00 | $90,000.00 |
| 132 | Plowable Raised Reflectorized Pavement Markers | EA | $150.00 | 25.00 | $3,750.00 | UL | $50.00 | $1,250.00 | UL | $80.00 | $2,000.00 | UL | $75.00 | $1,875.00 | UL | $75.00 | $1,875.00 |
| 133X | Clean and Fill Joints | LS | $100,000.00 | 1.00 | $100,000.00 | UL | $4.00 | $4.00 | UL | $37,000.00 | $37,000.00 | UL | $55,000.00 | $55,000.00 | OL | $125,000.00 | $125,000.00 |
| 136X | Survey Stakeout | SHFT | $750.00 | 40.00 | $30,000.00 | UL | $1.00 | $40.00 | OL | $1,000.00 | $40,000.00 | UL | $10.00 | $400.00 | UL | $300.00 | $12,000.00 |
| 137 | Removal of Pavement Markers | LF | $3.00 | 500.00 | $1,500.00 | UL | $0.05 | $25.00 | OL | $20.00 | $10,000.00 | OL | $20.00 | $10,000.00 | Same | $3.00 | $1,500.00 |
| 138 | Asphalt Joint Repair | SY | $100.00 | 200.00 | $20,000.00 | OL | $150.00 | $30,000.00 | UL | $40.00 | $8,000.00 | UL | $80.00 | $16,000.00 | UL | $60.00 | $12,000.00 |
| 141B | Silt Protection For Surface Inlet Drainage Structures | EA | $500.00 | 29.00 | $14,500.00 | UL | $1.00 | $29.00 | UL | $400.00 | $11,600.00 | UL | $250.00 | $7,250.00 | UL | $200.00 | $5,800.00 |
| 141C | Silt Protection For Curb Inlet Drainage Structures | EA | $400.00 | 45.00 | $18,000.00 | UL | $1.00 | $45.00 | OL | $500.00 | $22,500.00 | UL | $250.00 | $11,250.00 | UL | $200.00 | $9,000.00 |
| 199 | Interim Payments (Force) | LS | $80,000.00 | 1.00 | $80,000.00 | Same | $80,000.00 | $80,000.00 | Same | $80,000.00 | $80,000.00 | Same | $80,000.00 | $80,000.00 | Same | $80,000.00 | $80,000.00 |
| 199A | Asphalt Price Adjustments (Force) | LS | $25,000.00 | 1.00 | $25,000.00 | Same | $25,000.00 | $25,000.00 | Same | $25,000.00 | $25,000.00 | Same | $25,000.00 | $25,000.00 | Same | $25,000.00 | $25,000.00 |
| 368 | Topsoil and Grass Seed | SY | $9.50 | 1,000.00 | $9,500.00 | UL | $0.05 | $50.00 | UL | $4.00 | $4,000.00 | OL | $20.00 | $20,000.00 | OL | $18.00 | $18,000.00 |
| 422L | Furnish and Install Loop Wires | LF | $5.00 | 6,552.00 | $32,760.00 | UL | $1.00 | $6,552.00 | UL | $4.50 | $29,484.00 | UL | $1.50 | $9,828.00 | UL | $1.50 | $9,828.00 |
| 422LS | Furnish and Install Loop Saw Cut | LF | $15.00 | 2,184.00 | $32,760.00 | UL | $10.00 | $21,840.00 | OL | $16.00 | $34,944.00 | OL | $16.50 | $36,036.00 | OL | $16.50 | $36,036.00 |
| 422SHE | Adjust Traffic Mangetic Vehicle Detector | EA | $400.00 | 33.00 | $13,200.00 | UL | $200.00 | $6,600.00 | UL | $250.00 | $8,250.00 | OL | $635.00 | $20,955.00 | OL | $635.00 | $20,955.00 |
| 442-W | Epoxy Reflectorized Pavement Markings - WHITE | LF | $0.50 | 24,900.00 | $14,940.00 | UL | $0.40 | $9,960.00 | UL | $0.50 | $12,450.00 | UL | $0.45 | $11,205.00 | UL | $0.45 | $11,205.00 |
| 442W-1 | Epoxy Refoctorized Pavement Markings - (WHITE) Hand Applications | LF | $2.00 | 3,700.00 | $7,400.00 | OL | $2.40 | $8,880.00 | UL | $1.30 | $4,810.00 | UL | $1.25 | $4,625.00 | UL | $1.25 | $4,625.00 |
| 442-Y | Epoxy Reflectorized Pavement Markings - YELLOW | LF | $0.50 | 21,300.00 | $12,780.00 | UL | $0.40 | $8,520.00 | UL | $0.50 | $10,650.00 | UL | $0.45 | $9,585.00 | UL | $0.45 | $9,585.00 |
| 442Y-1 | Epoxy Reflectorized Pavement Markings -(YELLOW) Hand Application | LF | $2.00 | 1,200.00 | $2,400.00 | UL | $1.40 | $1,680.00 | UL | $1.30 | $1,560.00 | UL | $1.25 | $1,500.00 | UL | $1.25 | $1,500.00 |
| 443 A | Preformed High Performance Pavement Marking Tape -Arrow | EA | $300.00 | 64.00 | $19,200.00 | OL | $400.00 | $25,600.00 | UL | $240.00 | $15,360.00 | UL | $225.00 | $14,400.00 | UL | $225.00 | $14,400.00 |
| 443 C | Preformed High Performance Marking Tape(Character&Symbol) | EA | $250.00 | 50.00 | $12,500.00 | UL | $200.00 | $10,000.00 | UL | $185.00 | $9,250.00 | UL | $175.00 | $8,750.00 | UL | $175.00 | $8,750.00 |
| 445W-12 | Preformed High Performance Pavmnt Marking (12" White) | LF | $8.50 | 4,300.00 | $36,550.00 | UL | $5.00 | $21,500.00 | UL | $8.00 | $34,400.00 | UL | $7.50 | $32,250.00 | UL | $7.50 | $32,250.00 |
| | | | | | $2,072,945.00 | | | $1,169,880.00 | | | $1,498,938.00 | | | $1,715,609.00 | | | $1,771,177.00 |

**Contract ID#: CQTV16000013**

Department: Traffic & Parking Violations Agency

E-77-16

# Contract Details

**SERVICE: Judicial Hearing Officer**

**NIFS ID #: CQTV16000013** **NIFS Entry Date: 2/6/2016** **Term: 02/01/16 to 01/31/17**

| | |
|---|---|
| New X Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes X | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes X | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes X | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes X | No ☐ |
| 5) Insurance Required | Yes ☐ | No X |

# Agency Information

| Vendor | | County Department | |
|---|---|---|---|
| Name **Elizabeth D. Pessala** | Vendor ID# [redacted] | Department Contact **John G. Marks** | |
| Address [redacted] | Contact Person | Address **16 Cooper Street, Hempstead, NY 11550** | |
| | Phone [redacted] | Phone **516-572-2654** | |

# Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | | DATE Appv'd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)*<br>*NIFS Appvl (Dept. Head)* | ☑<br>☑ | 2/6/16 | | |
| 2/8/16 | OMB | *NIFS Approval* | ☑ | 2/8/16 | William Gore | Yes ☐ No ☐ Not required if blanket resolution |
| 2/10/16 | County Attorney | *CA RE & Insurance Verification* | ☑ | 2/11/16 | | |
| 2/11/16 | County Attorney | *CA Approval as to form* | ☑ | 2/11/16 | | |
| | Legislative Affairs | *Fw'd Original Contract to CA* | ☐ | | | |
| | Rules ☐ / Leg. ☐ | | ☐ | | | Yes ☐ No ☒ |
| 2/11/16 | County Attorney | *NIFS Approval* | ☑ | 2/11/16 | | |
| | Comptroller | *NIFS Approval* | ☐ | | | |
| | County Executive | *Notarization*<br>*Filed with Clerk of the Leg.* | ☐<br>☐ | | | |
| | Chief Dep.Cty.Exec. | | ☐ | | | |
| 3/2/16 | Deputy County Exec. | | ☐ | 3/2/16 | | |

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 APR -8 P 1:40

PR5254 (1/05)

**Contract ID#: CQTV16000013**

Department: Traffic & Parking Violations Agency

# Contract Summary

**Description:** Contract for services for February 1, 2016 through January 31, 2017 and encumbrance.

**Purpose:**
Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law.

**Method of Procurement:**
No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation Contract Amendment. See below for procurement history for original scope of services. For the additional services provided under this amendment: Local Law shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position.

**Procurement History:**
Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The original contract was entered into after the Executive Director recommended the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, the appointment is made. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. Contractor had been a sitting Associate Village Court Justice from 1995 - present.

**Description of General Provisions:**
The Contractor shall serve as a JHO as more fully described above.

**Impact on Funding / Price Analysis:**
Impact on funding is a maximum of $21,000.00 for services, as they are rendered pursuant to the contract.

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

**Recommendation:** Approve as Submitted

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | Gen |
| Control: | TV |
| Resp: | 1000 |
| Object: | DE |
| Transaction: | CQ |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ 21,000.00 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $ 21,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | TVGEN1000DE500 | $ 21,000.00 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $ 21,000.00 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**Document Prepared By:** Irene M. Higgins **Date:** Feb. 6, 2016

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 3/2/16 |
| Date | Date | *(For Office Use Only)* E #: |

PR5254 (1/05)

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** ELIZABETH D. PESSALA

**2. Dollar amount requiring NIFA approval:** $ 0.00

**Amount to be encumbered:** $ 21,000.00

This is a ✓ New Contract ___ Advisement ___ 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:** 2/1/2016-1/31/17

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Providing services as needed in courtroom.

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No
Has the County Legislature approved the borrowing? ✓ Yes ___ No ___ N/A
Has NIFA approved the borrowing for this contract? ✓ Yes ___ No ___ N/A

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

Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law and also renders administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission.

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

Nassau County Attorney as to form ✓ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

**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:**

CQTV14000014 - $21,000.00

## 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.

Roseann B. Clarke — 2/10/16

Signature Title Date

_____

Print Name

---

## 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

_____

Signature Title Date

_____

Print Name

---

## NIFA

Amount being approved by NIFA: _____

_____

Signature Title Date

_____

Print Name

**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.**

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND ELIZABETH D. PESSALA.

WHEREAS, the County has negotiated a personal services agreement with Elizabeth D. Pessala for services as a judicial hearing officer to the Traffic and Parking Violations Agency, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

FAMS455 V4.2 NYC PRODUCTION SYSTEM 02/04/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 2:37 PM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT :
FDIP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | SUBOBJ | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|---|---|---|---|---|---|---|
| | DD406 | BOILDING S | 900 | 900 | | 900 |
| | DD415 | EQUIPMENT | 2,000 | 2,000 | | 2,000 |
| | DD419 | MISCELLANE | 170,670 | 170,670 | 7,900 | 162,770 |
| | DE580 | MISCELLANE | 9,790,890 | 9,790,890 | | 9,790,890 |
| | DE585 | SYSTEMS & | 170,250 | 170,250 | | 170,250 |
| | | EXP TOTAL | 14,119,630 | 14,119,630 | 344,239 | 13,775,391 |
| | | REV - EXP | 47,764,401 | 47,764,401 | 2,920,810 | -44,843,591 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 12:50 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT : E20 DE CONTRACTUAL SERVICES
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | SUBOBJ | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|---|---|---|---|---|---|---|
| | DE500 | MISCELLANE | 9,790,890 | 9,790,890 | | 9,790,890 |
| | DE505 | SYSTEMS & | 170,250 | 170,250 | | 170,250 |
| | | EXP TOTAL | 9,961,140 | 9,961,140 | | 9,961,140 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:14 PM
ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ELIZABETH D. PESSALA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 12/08/2015 | 136P | VDTV15000270 01 | TVGEN1000 | DE500 | | | 12 2015 |
| | 12/08/2015 | *JHO PESSALA - NOVEMBER 2015* | | | | | | -1,200.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:14 PM
ACTIVE
FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ELIZABETH D. PESSALA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 11/10/2015 | 136P | VDTV15000232 01 | TVGEN1000 | DE500 | | | 11 2015 |
| | 11/05/2015 | *JHO PESSALA - OCTOBER 2015* | | | | | | -1,500.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:14 PM
ACTIVE
FISCAL MO/YEAR : 10 2015 OCT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ELIZABETH D. PESSALA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 10/16/2015 | 136P | VDTV15000214 | 01 TVGEN1000 | DE500 | | | 10 2015 |
| | 10/09/2015 | *JHO PESSALA - SEPTEMBER 2015* | | | | | | -1,950.00 |
| | 10/19/2015 | 107 | CLTV15000028 | 01 TVGEN1000 | DE500 | | | 10 2015 |
| | | ENCUMBER ADDITIONAL FUNDS | | | | | | 11,000.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161.V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:14 PM
ACTIVE
FISCAL MO/YEAR : 09 2015 SEPT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ELIZABETH D. PESSALA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 09/28/2015 | 136P | VDTV15000186 | 01 TVGEN1000 | DE500 | | | 09 2015 |
| | 09/08/2015 | *JHO PESSALA - AUGUST 2015* | | | | | | -900.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:15 PM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ELIZABETH D. PESSALA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 08/18/2015 | 136P | VDTV15000159 | 01 TVGEN1000 | DE500 | | | 08 2015 |
| | 08/11/2015 | *JHO PESSALA - JULY 2015* | | | | | | -2,250.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:15 PM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ELIZABETH D. PESSALA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 07/15/2015 | 136P | VDTV15000134 | 01 TVGEN1000 | DE500 | | | 07 2015 |
| | 07/08/2015 | *JHO PESSALA - JUNE 2015* | | | | | | -1,050.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:15 PM
ACTIVE
FISCAL MO/YEAR : 06 2015 JUNE 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ELIZABETH D. PESSALA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 06/16/2015 | 136P | VDTV15000107 | 01 TVGEN1000 | DE500 | | | 06 2015 |
| | 06/04/2015 | *JHO PESSALA - MAY 2015* | | | | | | -2,100.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:15 PM
ACTIVE
FISCAL MO/YEAR : 05 2015 MAY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ELIZABETH D. PESSALA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 05/19/2015 | 136P | VDTV15000078 | 01 TVGEN1000 | DE500 | | | 05 2015 |
| | 05/07/2015 | *JHO PESSALA - APRIL 2015* | | | | | | -1,050.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:15 PM
ACTIVE
FISCAL MO/YEAR : 04 2015 APR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ELIZABETH D. PESSALA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 04/02/2015 | 107 | CLTV15000017 | 01 TVGEN1000 | DE500 | | | 04 2015 |
| | | AMENDMENT TO RENEW, SERVICE CHANGE & ENCUMBER FD | | | | | | 10,000.00 |
| | 04/27/2015 | 136P | VDTV15000054 | 01 TVGEN1000 | DE500 | | | 04 2015 |
| | 04/17/2015 | *JHO PESSALA - FEBRUARY 2015* | | | | | | -2,250.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:15 PM
ACTIVE
FISCAL MO/YEAR : 03 2015 MAR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ELIZABETH D. PESSALA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 03/20/2015 | 136P | VDTV15000003 01 | TVGEN1000 | DE500 | | | 03 2015 |
| | 02/19/2015 | *JHO PESSALA - JANUARY 2015* | | | | | | -1,350.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

**NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY**
**16 COOPER STREET**
**HEMPSTEAD, NEW YORK 11550**
**(516) 572-2654**

# *INTER-DEPARTMENTAL MEMO*

**TO:** George Maragos
Nassau County Comptroller

**FROM:** John G. Marks
Executive Director

**DATE:** January 29, 2016

**SUBJECT:** Compliance with Comptroller Approval Form for Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Judge Elizabeth D. Pessala possesses special skills that qualify her to be appointed without the competitive bidding process.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

# *INTER-DEPARTMENTAL MEMO*

**TO:** Deborah O'Connell
Treasurer - CSEA

**FROM:** John G. Marks
Executive Director

**DATE:** January 29, 2016

**SUBJECT:** SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Judge Elizabeth D. Pessala possesses special skills that qualify her to be appointed without the competitive bidding process.

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME:** ELIZABETH D. PESSALA

**CONTRACTORADDRESS:** [redacted]

**FEDERAL TAX ID #:** [redacted]

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department Head Signature**

2/1/16

**Date**

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

COUNTY OF NASSAU

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

1. Name of the Entity: Elizabeth D. Dessala

Address: [redacted]

City, State and Zip Code: [redacted]

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Indep Contractor Other (specify)

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

N/A

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.

N/A

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.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

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

N/A

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

N/A

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

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

Dated: 1/6/16

Signed: Elizabeth D Pessalq

Print Name: Elizabeth D. Pessalq

Title: JHO

**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.

# CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 6, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Elizabeth D. Pessala, having her principal office at [redacted], (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor 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;

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

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

1. Term. This Agreement shall commence on February 1, 2016 and terminate on January 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for a one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

a. determine all questions of law;
b. act as the exclusive trier of all issues of fact
c. render a verdict;
d. impose sentence; or
e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the rate of Three Hundred and Fifty Dollars ($350.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Seventy Five Dollars ($175.00) for a half-day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Seventy Five Dollars ($175.00) for weekday night session from 5:15 p.m. to 8:00 p.m. or such other amount as may be provided by amendment and in no event shall exceed Twenty One Thousand dollars ($21,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

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

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

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

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or

contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, 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, as attached, and the County's vendor 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 and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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 provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agenc

(c) 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. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) 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.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the

failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

11. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. 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 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.

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

**ELIZABETH D. PESSALA**

By: Elizabeth D Pessala
Name: Elizabeth D. Pessala
Title: Judicial Hearing Officer
Date: 1/6/16

**NASSAU COUNTY**

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

PLEASE EXECUTE IN BLUE INK

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

On the 6th day of JANUARY in the year 2016 before me personally came Elizabeth D. Pessala to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the individual described herein and which executed the above instrument.

Nicole M Mastrandrea

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

NOTARY PUBLIC

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC

# Exhibit A

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? If yes, to what campaign committee?

No

2. 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.

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

Dated: 4/1/16

Vendor: Elizabeth D. Pessala

Signed: Elizabeth D. Pessala

Print Name: _____

Title: _____

Rev. 3-2016

# Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

Not applicable

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

None

E.D. Pessala Exhibit B.



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

No activity

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

No lobbyist activities

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

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

not applicable

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

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

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

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

Dated: 4/1/2016

Signed: Elizabeth D Pessala

Print Name: Elizabeth D. Pessala

Title: Judicial Hearing Officer

## 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 Elizabeth D. Pessala
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address _____
   City/state/zip _____
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other) Independent Contractor

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ___
If Yes, provide details. Nassau County TPVA 2013-16
Nassau County Human Rights Comm. 2013-15

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 X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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

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

Sworn to before me this 1 day of April 2016

Elizabeth Flanigan
Notary Public

NOTARY PUBLIC
ELIZABETH FLANIGAN
Notary Public, State of Florida
Commission# FF 924545
My comm. expires Nov. 7, 2019

Name of submitting business

Elizabeth D. Pessala
Print name

Elizabeth D Pessala
Signature

Judicial Hearing Officer
Title

4 / 1 / 2016
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: 4-1-2016

1) Proposer's Legal Name: Elizabeth D. Pessala

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: [redacted]

3) Mailing Address (if different): _____

Phone : [redacted]

Does the business own or rent its facilities? _____

4) Dun and Bradstreet number: _____

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

6) The proposer is a (check one): X Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) Independent Contractor

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

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

Elizabeth D. Pessala

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X 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 X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation.

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

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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.

due diligence and disclosure

**Elizabeth Dalal Pessala**
[redacted]

*Professional Experience*

**ASSOCIATE JUDGE, Village Of Westbury, NY** (1995-present)

- Preside over Traffic, Zoning and Village Ordinance cases, trials and written decisions
- Manage grants for technological equipment and security-related installations
- Monitor and implement new methods of research, revenue audits and court administration
- Lecture on new legislation and court policies and procedures

**JUDICIAL HEARING OFFICER,** Nassau County Traffic & Parking Violation Agency Hempstead, NY (2012- present)

- Preside over traffic and parking cases, dispositions and trials
- Preside over red light camera and booted car trials and adjudications

**JUDICIAL HEARING OFFICER,** Nassau County Human Rights Commission Mineola, NY (2014-present)

- Preside over Human Rights cases, dispositions and trials
- Preside over settlement negotiations for Fair Housing Act violations and adjudications.

**ARCHIVIST, Cold Spring Harbor Laboratory,** Cold Spring Harbor, NY ( 2010- present)

- Worked independently to organize and catalogue personal papers of scientists and new collections in the CSHL Archive.
- Created finding aids in Encoded Archival Description format and posted blog posts
- Prepared 40 feet of display material for symposium presentation, on permanent display at The Rockefeller University

**LAW CLERK, New York State Office Of Court Administration** (1981-2010)
**Supreme Court:** Law Clerk to Supervising Judge Hon. Leo McGinty, Hon. L.Brennan, Hon. A Parga
**County Court:** Law Clerk to Hon. Joanna Seybert (currently United States Federal Judge)
**District Court:** Law Clerk to Law Department

- Provide legal and administrative support to New York State Judges
- Research issues of law, draft orders and opinions
- Expertise in use of specialized and technical legal and legislative information sources both published and unpublished, and electronic databases
- Manage cases, docketing and scheduling
- Negotiate settlements and dispute resolution
- Coordinate court appearances and all ministerial duties
- Lecture and demonstrate new legislation and court policies
- Author judicial opinions and negotiated settlements in contract case parties
- Presenter at professional meetings, conferences, seminars related to all issues of law

**DEPUTY COUNTY EXECUTIVE,** Mineola, NY (2000-2002)

- Municiple administration for a population of 1.3 million, annual operating budget $2.4 billion

- Planning, development and implementation of contractual aspects of multi-year contracts for the following County departments: Parks and Recreation, General Services, Nassau University Medical Center, Nassau Coliseum, Nursing Homes and Clinics, County Comptroller, Treasurer, Social Services; Board of Health :Commissioner search committee.

**RECORDS MANAGEMENT INTERNSHIP**, Nassau County Police Department (2005)

- Inventory and analysis of precinct generated documents and disposition recommendations

**TAX LIBRARIAN**, White & Case **LAW FIRM, WALL STREET, NY** (1978-1981)

- Legal and factual research in contracts, products liability
- Researcher of incomes, estate, gift and international tax law

*Education*

Master in Information and Library Science, Long Island University, Brookville, NY 2006
Juris Doctorate, New York Law School, NY 1981
Bachelor of Science Biology, Syracuse, NY 1976

*Professional Licensure*

Licensed to practice law: State of NY
Federal Courts of NY
US Supreme Court
US Military Court

Licensed NY State Librarian, Certified Records Management and Archives

*Publications*

Pessala, E D. *Benders Forms for Civil Practice Estates, Powers and Trusts Law,* Article 8, Charitable Trusts- Volume 13 & 14 (1984-86)

Pessala, E.D. *Professional Ethics Committee Opinions* 9-2, Nassau County Bar Association (1996)

*Recent Awards and Honors*

Nassau County Bar Association President's Award- 2009, 2012
Nassau County Magistrates Association Santagata Award- 2009

*Professional Activities*

Member of Nassau County Bar Association (Bd of Dir. 1999-2002; 2014 - present) N
Suffolk County Bar Association,
Nassau County Magistrates Association ( President 2000-2001)
New York State Bar Association,
New York State Magistrates Association;
Long Island Catholic Board of Directors(2002-2009);
Sacred Heart Academy Board of Trustees (2006-2012)

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

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company Nassau County IPVA

Contact Person Hon. John Marks

Address 16 Cooper Street

City/State Hempstead, NY

Telephone 516 572 2654

Fax # _____

E-Mail Address _____

Company Village of Westbury

Contact Person Mayor Peter Cavallaro

Address 235 Lincoln Place

City/State Westbury NY 11590

Telephone 516 334-1700

Fax # 516 334 7563

E-Mail Address

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Company U.S. District Court Eastern District

Contact Person Hon. Joanna Seybert

Address 100 Federal Plaza

City/State Central Islip, NY 11722

Telephone 631-712-5610

Fax #

E-Mail Address

**CERTIFICATION**

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

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

Sworn to before me this 1 day of April 2016

Elizabeth Flanigan
Notary Public

ELIZABETH FLANIGAN
Notary Public, State of Florida
Commission# FF 924546
My comm. expires Nov. 7, 2019

Name of submitting business: _____

By: Elizabeth D. Pessala
Print name

Elizabeth D Pessala
Signature

Judicial Hearing Officer
Title

4 / 1 / 2016
Date

Contract ID#: CQTV16000010

Department: Traffic & Parking Violations Agency

E-81-16

# Contract Details

**SERVICE: Judicial Hearing Officer**

**NIFS ID #: CQTV16000010** **NIFS Entry Date: 2/6/2016** **Term: from 01/01/16 – 12/31/16**

| | |
|---|---|
| New **X** Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes X | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes **X** | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes **X** | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes **X** | No ☐ |
| 5) Insurance Required | Yes ☐ | No **X** |

# Agency Information

| Vendor | | County Department |
|---|---|---|
| Name **Salvatore J. Nicosia** | Vendor ID# [redacted] | Department Contact **John G. Marks** |
| Address [redacted] | Contact Person | Address 16 Cooper Street, Hempstead, NY 11550 |
| | Phone [redacted] | Phone 516-572-2654 |

# Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | | DATE Appv'd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)*<br>*NIFS Appvl (Dept. Head)* | ☑<br>☑ | 2/6/16 | John G. Marks | |
| 2/8/16 | OMB | *NIFS Approval* | ☑ | 2/8/16 | William Goetz | Yes☐ No☐ Not required if blanket resolution |
| 2/10/16 | County Attorney | *CA RE & Insurance Verification* | ☑ | 2/11/16 | [illegible] | |
| 2/11/16 | County Attorney | *CA Approval as to form* | ☑ | 2/11/16 | [illegible] | |
| | Legislative Affairs | *Fw'd Original Contract to CA* | ☐ | | | |
| | Rules ☐/ Leg. ☐ | | ☐ | | | Yes☐ No☑ |
| 2/11/16 | County Attorney | *NIFS Approval* | ☑ | 2/11/16 | Kacley [illegible] | |
| | Comptroller | *NIFS Approval* | ☐ | | | |
| | County Executive | *Notarization*<br>*Filed with Clerk of the Leg.* | ☐<br>☐ | | | |
| | Chief Dep.Cty.Exec. | | ☐ | | | |
| 3/1/16 | Deputy County Exec. | | ☐ | 3/1/16 | [illegible] | |

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
2016 APR -8 AM 9:10

PR5254 (8/04)

Contract ID#: CQTV16000010

Department: Traffic & Parking Violations Agency

# Contract Summary

**Description: Contract for services for 2016 and encumbrance.**

**Purpose:**
**Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law.**

**Method of Procurement:**
**No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation Contract Amendment. See below for procurement history for original scope of services. For the additional services provided under this amendment: Local Law shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position**

**Procurement History:**
**Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The original contract was entered into after the Executive Director recommended the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, the appointment is made. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. The Contractor has served for the past 10 years as a Magistrate in the Village of Farmingdale.**

**Description of General Provisions:**
**The Contractor shall serve as a JHO as more fully described above.**

**Impact on Funding / Price Analysis:**
**The funding is a maximum of $24,000 for services, as they are rendered pursuant to the contract.**

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

**Recommendation: Approve as Submitted.**

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | **Gen** |
| Control: | **TV** |
| Resp: | **1000** |
| Object: | **DE** |
| Transaction: | **CQ** |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ 24,000.00 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| **TOTAL** | **$ 24,000.00** |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | TVGEN1000DE500 | $ 24,000.00 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | **TOTAL** | **$ 24,000.00** |

**Document Prepared By:** **Irene M. Higgins** **Date:** **Feb. 6, 2016**

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 3/2/16 |
| Date | Date | *(For Office Use Only)* E #: |

PR5254 (8/04)

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** SALVATORE J. NICOSIA

**2. Dollar amount requiring NIFA approval:** $ $0.00

**Amount to be encumbered:** $ 24,000.00

This is a ✓ New Contract ___ Advisement ___ 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:** 1/1/2016-12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Services being provided as needed in courtroom.

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

| | | | |
|---|---|---|---|
| Is the cash available for the full amount of the contract? | ✓ Yes | ___ No | |
| If not, will it require a future borrowing? | ___ Yes | ___ No | |
| Has the County Legislature approved the borrowing? | ✓ Yes | ___ No | ___ N/A |
| Has NIFA approved the borrowing for this contract? | ✓ Yes | ___ No | ___ N/A |

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

Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law and also renders administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission.

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

| | | | |
|---|---|---|---|
| Nassau County Attorney as to form | ✓ Yes | ___ No | ___ N/A |
| Nassau County Committee and/or Legislature | ___ Yes | ___ No | ___ N/A |

**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:**

CQTV14000009 - $24,000.00 encumbered in 2015.

## 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.

Rosemarie Allen — 2/10/16

Signature Title Date

_____

Print Name

---

## 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

_____

Signature Title Date

_____

Print Name

---

## NIFA

Amount being approved by NIFA: _____

_____

Signature Title Date

_____

Print Name

**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.**

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND SALVATORE J. NICOSIA.

WHEREAS, the County has negotiated a personal services agreement with Salvatore J. Nicosia for services as a judicial hearing officer to the Traffic and Parking Violations Agency, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

FAMS435 V4.2 NYPD REQUISITION SYSTEM 02/04/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 2:37 PM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT :
FDIP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | SUBOBJ | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|---|---|---|---|---|---|---|
| | PP406 | BUILDING S | 900 | 900 | | 900 |
| | PP415 | EQUIPMENT | 2,000 | 2,000 | | 2,000 |
| | PP419 | MISCELLANE | 170,670 | 170,670 | 7,900 | 162,770 |
| | PE500 | MISCELLANE | 9,790,890 | 9,790,890 | | 9,790,890 |
| | PE505 | SYSTEMS & | 170,250 | 170,250 | | 170,250 |
| | | EXP TOTAL | 14,119,630 | 14,119,630 | 344,239 | 13,775,391 |
| | | REV - EXP | 47,764,401 | 47,764,401 | 2,920,810 | -44,843,591 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 12:50 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT : E20 DE CONTRACTUAL SERVICES
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | SUBOBJ | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|---|---|---|---|---|---|---|
| | DE500 | MISCELLANE | 9,790,890 | 9,790,890 | | 9,790,890 |
| | DE505 | SYSTEMS & | 170,250 | 170,250 | | 170,250 |
| | | EXP TOTAL | 9,961,140 | 9,961,140 | | 9,961,140 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML4760 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: DOCUMENT DISPLAY 12:54 PM

DOCUMENT : BTCW16000004 INPUT PERIOD : 02 2016 AMT : 26,006.00

| S | SFX | T/C | DOCUMENT REF | INDEX | SUBOBJ | VENDOR | G/L TRANS | SUBSID AMOUNT | ERR |
|---|---|---|---|---|---|---|---|---|---|
| PST/GST | DESCRIPTION | | | | | | | | |
| 01 | 025 | | | HIGRT9593FED | AA97Z | | | | N |
| | OHCD EMERGENCY SHELTER SALRIES EXPENSE | | | | | | | 2,359.00 | |
| 02 | 025 | | | HIGRT9593FED | AA97Z | | | | N |
| | OHCD EMERGENCY SHELTER SALRIES EXPENSE | | | | | | | 10,644.00 | |
| 03 | 026 | | | HIGRT9593FED | HH98F | | | | Y |
| | OHCD EMERGENCY SHELTER INDIRECT CHARGES | | | | | | | 2,359.00 | |
| 04 | 026 | | | HIGRT9593FED | HH98F | | | | Y |
| | OHCD EMERGENCY SHELTER INDIRECT CHARGES | | | | | | | 10,000.00 | |
| 05 | 026 | | | HIGRT9593FED | AB10F | | | | N |
| | OHCD EMERGENCY SHELTER FRINGE BENEFITS EXP | | | | | | | 644.00 | |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:57 PM
ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] SALVATORE J NICOSIA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 12/08/2015 | 136P | VDTV15000278 | 01 TVGEN1000 | DE500 | | | 12 2015 |
| | 12/03/2015 | *JHO NICOSIA - NOVEMBER 2015* | | | | | | -1,200.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:58 PM
ACTIVE
FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] SALVATORE J NICOSIA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 11/09/2015 | 136P | VDTV15000240 01 | TVGEN1000 | DE500 | | | 11 2015 |
| | 11/05/2015 | *JHO NICOSIA - OCTOBER 2015* | | | | | | -1,500.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:58 PM
ACTIVE
FISCAL MO/YEAR : 10 2015 OCT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] SALVATORE J NICOSIA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 10/16/2015 | 136P | VDTV15000212 | 01 TVGEN1000 | DE500 | | | 10 2015 |
| | 10/09/2015 | *JHO NICOSIA - SEPTEMBER 2015* | | | | | | -2,400.00 |
| | 10/19/2015 | 107 | CLTV15000026 | 01 TVGEN1000 | DE500 | | | 10 2015 |
| | | ENCUMBER ADDITIONAL FUNDING | | | | | | 6,000.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:58 PM
ACTIVE
FISCAL MO/YEAR : 09 2015 SEPT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] SALVATORE J NICOSIA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 09/28/2015 | 136P | VDTV15000183 | 01 TVGEN1000 | DE500 | | | 09 2015 |
| | 09/08/2015 | *JHO NICOSIA - AUGUST 2015* | | | | | | -1,800.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:58 PM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] SALVATORE J NICOSIA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 08/19/2015 | 136P | VDTV15000156 | 01 TVGEN1000 | DE500 | | | 08 2015 |
| | 08/11/2015 | *JHO NICOSIA - JULY 2015* | | | | | | -2,100.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:58 PM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] SALVATORE J NICOSIA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 07/17/2015 | 136P | VDTV15000131 | 01 TVGEN1000 | DE500 | | | 07 2015 |
| | 07/08/2015 | *JHO NICOSIA - JUNE 2015* | | | | | | -3,000.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:58 PM
ACTIVE
FISCAL MO/YEAR : 06 2015 JUNE 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] SALVATORE J NICOSIA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 06/11/2015 | 136P | VDTV15000103 | 01 TVGEN1000 | DE500 | | | 06 2015 |
| | 06/04/2015 | *JHO NICOSIA - MAY 2015* | | | | | | -2,700.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:58 PM
ACTIVE
FISCAL MO/YEAR : 05 2015 MAY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] SALVATORE J NICOSIA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 05/21/2015 | 136P | VDTV15000074 01 | TVGEN1000 | DE500 | | | 05 2015 |
| | 05/07/2015 | *JHO NICOSIA - APRIL 2015* | | | | | | -2,700.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:58 PM
ACTIVE
FISCAL MO/YEAR : 04 2015 APR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] SALVATORE J NICOSIA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 04/13/2015 | 136P | VDTV15000024 01 | TVGEN1000 | DE500 | | | 04 2015 |
| | 04/08/2015 | *JHO NICOSIA - JANUARY 2015* | | | | | | -1,500.00 |
| | 04/13/2015 | 136P | VDTV15000032 01 | TVGEN1000 | DE500 | | | 04 2015 |
| | 04/08/2015 | *JHO NICOSIA - FEBRUARY 2015* | | | | | | -1,500.00 |
| | 04/13/2015 | 136P | VDTV15000041 01 | TVGEN1000 | DE500 | | | 04 2015 |
| | 04/09/2015 | *JHO NICOSIA - MARCH 2015* | | | | | | -1,800.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:58 PM
ACTIVE
FISCAL MO/YEAR : 03 2015 MAR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] SALVATORE J NICOSIA

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 03/25/2015 | 107 | CLTV15000012 | 01 TVGEN1000 | DE500 | | | 03 2015 |
| | | AMENDMENT TO RENEW, SERVICE CHANGE & ENCUMBER FD | | | | | | 18,000.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

# *INTER-DEPARTMENTAL MEMO*

**TO:** Deborah O'Connell
Treasurer, CSEA

**FROM:** John G. Marks
Executive Director

**DATE:** January 29, 2016

**SUBJECT:** SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Salvatore J. Nicosia possesses special skills that qualify him to be appointed without the competitive bidding process.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

**NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY**
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

# *INTER-DEPARTMENTAL MEMO*

**TO:** George Maragos
Nassau County Comptroller

**FROM:** John G. Marks
Executive Director

**DATE:** January 29, 2016

**SUBJECT:** Compliance with Comptroller Approval Form for Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Salvatore J. Nicosia possesses special skills that qualify him to be appointed without the competitive bidding process. Judge Nicosia has been providing this service for us since 2004 and has been efficient and more than competent in reducing our case load and determining cases.

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME:** SALVATORE J. NICOSIA

**CONTRACTOR ADDRESS:** [redacted]

**FEDERAL TAX ID #:** [redacted]

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____ were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department Head Signature**

2/7/16

**Date**

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

COUNTY OF NASSAU

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

1. Name of the Entity: Salvatore J. Nicosia

Address: [redacted]

City, State and Zip Code: [redacted]

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Independent Contractor ✓Other (specify)

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

none

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.

none

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

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

none

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

none

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

none

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

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

Dated: 12/30/15

Signed: Salvatore J Nicosia

Print Name: Salvatore J. Nicosia

Title: Judicial Hearing Officer

**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.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of December 30, 2015 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Salvatore J. Nicosia, having his principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor 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;

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

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

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for a one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

a. determine all questions of law;
b. act as the exclusive trier of all issues of fact
c. render a verdict;
d. impose sentence; or
e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the rate of Three Hundred and Fifty Dollars ($350.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Seventy Five Dollars ($175.00) for a half-day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Seventy Five Dollars ($175.00) for weekday night session from 5:15 p.m. to 8:00 p.m. or such other amount as may be provided by amendment and in no event shall exceed Twenty Four Thousand dollars ($24,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

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

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

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

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or

contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, 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, as attached, and the County's vendor 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 and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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 provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agenc

(c) 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. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) 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.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the

failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

11. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. 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 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.

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

**SALVATORE J. NICOSIA**

By: Salvatore J. Nicosia
Name: Salvatore J. Nicosia
Title: Judicial Hearing Officer
Date: 12/30/15

**NASSAU COUNTY**

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

PLEASE EXECUTE IN BLUE INK

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

On the 30 day of December in the year 2015 before me personally came Deborah Trocan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the individual described herein and which executed the above instrument.

NOTARY PUBLIC

KAREN J LORENZO
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #01LO6209402
COMM. EXP. 7/20/19

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Judge
Nicosia

**Exhibit A**

A, B
Principal & Business
History

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? If yes, to what campaign committee?

No

2. 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.

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

Dated: 3/31/16

Vendor: _____

Signed: Salvatore J Nicosia

Print Name: HON. SALVATORE J. NICOSIA

Title: Hearing Officer

Rev. 3-2016

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No

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

none

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

none

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

none

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

none

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

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

NO

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

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

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

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

Dated: 3/31/16

Signed: Salvatore J Nicosia

Print Name: HON. SALVATORE J. NICOSIA

Title: Hearing Officer

## 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: 4/1/16

1) Proposer's Legal Name: Salvatore J. Nicosia

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:

3) Mailing Address (if different): [redacted]

Phone : [redacted]

Does the business own or rent its facilities?

4) Dun and Bradstreet number:

5) Federal I.D. Number: none

6) The proposer is a (check one): ____ Sole Proprietorship ✓ Partnership ____ Corporation ____ Other (Describe) _____

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

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

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

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ___ If Yes, provide details. _____

_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

_____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

_____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for or on behalf of an affiliated business.
Yes ___ No ___ If Yes, provide details for each such investigation. _____

_____

_____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

_____

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

a) Any felony charge pending? Yes ___ No ___ If Yes, provide details for each such charge. _____

_____

b) Any misdemeanor charge pending? Yes ___ No ___ If Yes, provide details for each such charge. _____

_____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ___

Salvatore J. Nocera

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No

(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

(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

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. No

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

## CERTIFICATION

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

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

Sworn to before me this 1st day of April 2016

Reshmie Sukhdeo

Notary Public

RESHMIE SUKHDEO
Notary Public, State of New York
No. 01SU6184978
Qualified in Nassau County
Commission Expires April 14, 2016

Name of submitting business: _____

By: Salvatore J. Nicosia

Print name

Salvatore J. Nicosia

Signature

Hearing Officer

Title

4 / 1 / 2016

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 Salvatore J. Nicosia

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address none

   City/state/zip [redacted]

   Telephone [redacted]

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

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

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ___ If Yes, provide details for each such year.

**CERTIFICATION**

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

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

Sworn to before me this 1st day of April 2016

Notary Public

RESHMIE SUKHDEO
Notary Public, State of New York
No. 01SU6184978
Qualified In Nassau County
Commission Expires April 14, 2016

Name of submitting business

Salvatore J. Nicosia

Print name

Salvatore J Nicosia

Signature

Hearing Officer

Title

4, 1, 2016

Date

Contract ID#: CQSS12000056

Department: Social Services

E-85-16

# Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CLSS16000010 NIFS Entry Date:12/ 28 /15 Term: from 01/01/16 to 12/31/16

| | |
|---|---|
| New ☐ Renewal ☐ | |
| Amendment | ☒ |
| Time Extension | ☐ |
| Addl. Funds | ☐ |
| Blanket Resolution RES# _____ | ☐ |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☒ | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☒ | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No ☒ |
| 5) Insurance Required | Yes ☒ | No ☐ |

# Agency Information

| Vendor | |
|---|---|
| Name Laboratory Corporation of America Holdings | Vendor ID# 133757370-04 |
| Address 1440 York Court Extension<br>Burlington, NC 27215 | Contact Person Angie Miller<br>Email millera@labcorp.com<br>Phone 800-742-3944 X 67335<br>Fax 336-538-6572 |

| County Department |
|---|
| Department Contact Michael A. Kanowitz |
| Address 60 Charles Lindbergh Blvd |
| Phone 516 227-7452 |

# Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE Appv'd& Fw'd. | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☐<br>*NIFS Appvl (Dept. Head)* ☐ | 12/28/15 | | |
| | OMB | *NIFS Approval* ☐ | 12/31/15 | | Yes ☐ No ☐<br>Not required if blanket resolution |
| 1/6/16 | County Attorney | *CA RE & Insurance Verification* ☑ | 1/6/16 | | |
| 1/6/16 | County Attorney | *CA Approval as to form* ☑ | 1/6/16 | | |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | Rules ☐/ Leg. ☐ | ☐ | | | Yes ☐ No ☒ |
| 1/6/16 | County Attorney | *NIFS Approval* ☑ | 1/6/16 | | |
| | Comptroller | *NIFS Approval* ☐ | | | |
| 4/4/16 | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | 4/4/16 | | |

# Contract Summary

PR5254 (8/04)

2016 APR -5 P 12:37

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

2016 APR -5 P

RECEIVED
NASSAU COUNTY
CLERK OF THE LEG

E-82-10

Contract ID#: CQSS12000056

Department: Social Services

**Description** Genetic Parentage Testing Services

**Purpose:** We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. *(Amend contract to renew and extend existing contract for one year under the terms of the original agreement.)*

**Method of Procurement:** RFP. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH.

**Procurement History:** We have been using this vendor since 2005

**Description of General Provisions:** The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual re cords for each laboratory test conducted n a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies.

**Impact on Funding / Price Analysis:** Federal 66% State 0% County 34%

2010 contract $24,000.00 2009 contract $26,638 2008 Contract $24,000 (2008 actually spent $24,364.00)

**Change in Contract from Prior Procurement:** No Change

**Recommendation:** (approve as submitted)

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | 28 |
| Resp: | 2800 |
| Object: | DE500 |
| Transaction: | CQ |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ 4,080.00 |
| Federal | $ 15,840.00 |
| State | $ 4,080.00 |
| Capital | $ |
| Other | $ |
| TOTAL | $ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | | $ |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | SSGEN2800/DE500 | $24,000.00 |
| 6 | | $ |
| | TOTAL | $24,000.00 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**Document Prepared By:** _____ **Date:** _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 4/4/16 |
| Date | Date | *(For Office Use Only)* E #: |

126123

PR5254 (8/04)

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND LABORATORY CORPORATION OF AMERICA HOLDINGS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Laboratory Corporation of America Holdings extending the term and extending payment, respecting the providing of adoption services, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Laboratory Corporation of America Holdings.

CLSS16000010

**NIFA**

# Nassau County Interim Finance Authority

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

**1. Vendor:** Laboratory Corporation of America Holdings

**2. Dollar amount requiring NIFA approval:** $ 24,000.00

**Amount to be encumbered:** $ 24,000.00

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

**3. Contract Term:** 01/01/16 to 12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing mandated service.

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % 66
State % 0
County % 34

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ✓ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ✓ N/A

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

We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted n a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

**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:**

CLSS15000009 $24,000.00

## 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.

Roseann DiCella — 1/4/16

Signature | Title | Date

_____

Print Name

---

## 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

_____

Signature | Title | Date

_____

Print Name

---

## NIFA

Amount being approved by NIFA: _____

_____

Signature | Title | Date

_____

Print Name

**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.**

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 12/31/2015
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 10:38 AM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 01 2016 JAN 2016
INDEX :
ORGANIZATION : SS SOCIAL SERVICES
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | OBJECT | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|---|---|---|---|---|---|---|
| | BB | EQUIPMENT | 24,000 | 24,000 | | 24,000 |
| | DD | GENERAL EX | 772,829 | 772,829 | | 772,829 |
| | DE | CONTRACTUA | 7,631,404 | 7,631,404 | | 7,631,404 |
| | HF | INTER-DEPA | 16,683,623 | 16,683,623 | | 16,683,623 |
| | SS | RECIPIENT | 62,000,000 | 62,000,000 | | 62,000,000 |
| | TT | PURCHASED | 65,851,121 | 65,851,121 | | 65,851,121 |
| | WW | EMERGENCY | 50,980,000 | 50,980,000 | | 50,980,000 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME: Laboratory Corp. of America Holdings**

**CONTRACTORADDRESS: 1440 York Court Extension, Burlington, NC 27215**

**FEDERAL TAX ID #: 133757370-04**

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on FEBRUARY 10, 2012 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after AN RFP WAS ISSUED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department Head Signature**

12/28/15
**Date**

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

*Compt. form Pers./Prof. Services Contracts: Rev. 09/15*

126124

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

# Contractor Evaluation Form

**Contract Number:** .....

**Contract Name:** LABORATORY CORPORATION OF AMERICA HOLDINGS

**Service Provided:** .....

**Evaluation Period: From:** January 1, 2015 **To:** October 31, 2015

**Evaluator's Name, Title,** Phone #: RHONDA ULLRICH

**Date:** October 8, 2015

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

| PERFORMANCE EVALUATION FACTORS | Unsatisfactory 1 | Poor 2 | Fair 3 | Good 4 | Excellent 5 |
|---|---|---|---|---|---|
| a. Quality of Service | | | | ✓ | |
| b. Timeliness of Service | | | | ✓ | |
| c. Cost Effectiveness | | | | ✓ | |
| d. Responsiveness to DSS Requests | | | | ✓ | |
| e. Number of Complaints | | | | ✓ | |
| f. Problem Resolution | | | | ✓ | |
| Overall Performance Evaluation | | | | ✓ | |

***Do you recommend the contractor for future contracts?*** (Yes) ***No***

***If rated 3 or lower & Yes checked, please explain below:***

_____

_____

_____

## Definition of Quantitative Scale:

**1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent**

| | |
|---|---|
| Unsatisfactory | Performance is not effective. |
| Poor | Performance is marginally effective. |
| Fair | Performance is somewhat effective. |
| Good | Performance is consistently effective. |
| Excellent | Performance exceeds expectations. |

## Definition of Rating Factors:

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stays on schedule despite problems?

*Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

*Responsiveness to DSS Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

*Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
    - DSS staff?
    - Other Nassau County departments?
    - Customers served?

*Problem Resolution.*

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

COUNTY OF NASSAU

# Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: December 28, 2015

**Subject: Laboratory Corp. of America Holdings (Genetic Parentage Testing Services)**
Renewal 2016

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 12, 2015, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
126126

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

November 12, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Laboratory Corporation of America Holdings
Genetic Parentage Testing Services Renewal 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

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

Sincerely,

SI
Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792
125476

**AMENDMENT NO. IV**

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000056 between the County and the Contractor, executed on behalf of the County on February 10, 2012 as amended by the amendment executed on behalf of the County on February 22, 2013 as amended by the amendment executed on behalf the County on January 13, 2014 as amended by the amendment executed on behalf of the County on March 31, 2015 (as so amended the "Original Agreement "), the Contractor provides Parentage Testing services as ordered by Family Court for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2015 with an option to renew under the same terms and conditions for one (1) additional one (1) year period. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Ninety Six Thousand Dollars and 00/100 ($96,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty Four Thousand Dollars and 00/100 ($24,000.00), payable for Services rendered during the renewal term, 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 Hundred Twenty Thousand Dollars and 00/100 ($120,000.00) (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 term of the Amended Agreement.

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

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

LABORATORY CORPORATION OF AMERICA HOLDINGS

By: Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager
Date: 12-23-15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

125018

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a 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

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

On the 23rd day of December in the year 2015 before me personally came Angie Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Contracts Manager of Laboratory Corporation of America, 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

PRINCE D MILES

PRINCE D MILES
Notary Public, North Carolina
Guilford County
My Commission Expires 4-19-2016

# COUNTY OF NASSAU

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

1. Name of the Entity: Laboratory Corporation of America Holdings (LabCorp)

   Address: 1440 York Court

   City, State and Zip Code: Burlington, NC 27215

2. Entity's Vendor Identification Number: 133757370-04

3. Type of Business: _X_ Public Corp ____ Partnership ____ Joint Venture

   ____ Ltd. Liability Co ____ Closely Held Corp ____ Other (specify)

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

Please refer to the enclosed 2014 Annual Report/10K. LabCorp's Board of Directors and Officers are listed on the back inside cover.

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.

Please refer to the enclosed 2014 Annual Report / 10K.

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.

LabCorp holds the sole responsibility for the performance of this contract to provide paternity testing services to Nassau County and the families it serves.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

We have no knowledge of lobbyist services participating in any stage of the bidding process for this contract.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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.

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

Dated: 12-22-15 Signed: Angie R. Miller

Print Name: Angie R. Miller

Title: Contract Manager

**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.

# Board of Directors



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David P. King
**Chairman and Chief Executive Officer**

Kerrii B. Anderson
**Director**

Jean-Luc Bélingard
**Director**

D. Gary Gilliland
**Director**

Garheng Kong M.D., Ph.D.
**Director**

Robert E. Mittelstaedt, Jr.
**Lead Independent Director**

Peter M. Neupert
**Director**

Adam H. Schechter
**Director**

R. Sanders Williams, M.D.
**Director**

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# Management Team



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More Information

**David P. King**
**Chairman and Chief Executive Officer**

**Glenn A. Eisenberg**
**Executive Vice President and Chief Financial Officer**

**James T. Boyle, Jr.**
**Executive Vice President and Chief Executive Officer, LabCorp Diagnostics**

**Deborah Keller**
**Chief Executive Officer, Covance Drug Development**

**Lance V. Berberian**
**Senior Vice President and Chief Information Officer**

**Edward T. Dodson**
**Senior Vice President and Chief Accounting Officer**

**F. Samuel Eberts III**
**Senior Vice President, Chief Legal Officer and Secretary**

**Lisa J. Uthgenannt**
**Chief Human Resources Officer**

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).
**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Angie R. Miller, Contract Manager
Name and Title of Authorized Representative

m/d/yy

Angie R. Miller
Signature

12-22-15
Date

Laboratory Corporation of America Holdings
Name of Organization

1440 York Court, Burlington, NC 27215
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

## Business History Form
## (Appendix C)

LabCorp provides a completed Business History Form in this section.

**APPENDIX C**
**BUSINESS HISTORY FORM**

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

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

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

Date: 9-2-11

1) Proposer's Legal Name: Laboratory Corporation of America Holdings
DNA Identification Testing Division
2) Address of Place of Business: 1440 York Court Extension, Burlington, NC 27215

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): As above

Phone : (800) 742-3944

Does the business own or rent its facilities? Own

4) Federal I.D. Number or Social Security Number: 13-3757370

5) Dun and Bradstreet number: 861422434

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation x
Other (Describe) _____

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

Yes ___ No x If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No _x_ 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 _x_ If Yes, provide details._____

_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No _x_ 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 _x_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

_____

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

Yes ___ No _x_ If Yes, provide details for each such investigation. _____

_____

_____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No _x_ If Yes, provide details for each such investigation. _____

_____

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? No _x_ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No _x_ Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No _x_ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No _x_ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _x_ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _x_ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No _x_ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County.

None, to the best of my knowledge and belief. ARM

(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 as collection agent on behalf of Nassau County. None, to the best of my knowledge and belief. ARM

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. None, to the best of my knowledge and belief. ARM

6.) 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 conflict of interest arise we would contact the County. ARM

a) Any felony charge pending? No _x_ Yes ___ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No _x_ Yes ___ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No _x_ Yes ___ If Yes, provide details for each such conviction

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No _x_ Yes ___ If Yes, provide details for each such conviction.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _x_ Yes ___ If Yes, provide details for each such occurrence.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _x_ Yes ___; If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No _x_ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County.

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

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

6.) 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.

**CERTIFICATION**

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

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

Sworn to before me this 2nd day of September 2011

Linda Hazelwood
Notary Public

LINDA HAZELWOOD
NOTARY PUBLIC
ALAMANCE COUNTY, NC
My Commission Expires 3-6-2016

Name of submitting business: Laboratory Corporation of America Holdings

By: Angie R. Miller
Print name

Angie R. Miller
Signature

Contract Manager
Title

9 / 2 / 2011
Date

## Principal Questionnaire
## (Appendix D)

The Principal Questionnaire (Appendix D) is not applicable to LabCorp as none of its officers nor any individual, holds ten (10) percent or greater ownership interest in the Corporation.

LabCorp provides, in this section, pages 47 and 48, Security Ownership of Certain Beneficial Holders and Management, of its 2010 Proxy outlining the ownership interest.

## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL HOLDERS AND MANAGEMENT

The following table sets forth as of March 14, 2011, the total number of shares of Common Stock beneficially owned, and the percent so owned, by (i) each director of the Company, (ii) each person known to the Company to be the beneficial owner of more than 5% of the outstanding Common Stock, (iii) the individuals identified as the named executive officers in the "Summary Compensation Table" set forth above, and (iv) all current directors and Executive Officers as a group. The number of shares owned are those "beneficially owned," as determined under the rules of the SEC, and such information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any shares as to which a person has sole or shared voting power or investment power and any shares of Common Stock which the person has the right to acquire within 60 days through the exercise of any option, warrant or right, through conversion of any security, or pursuant to the automatic termination of power of attorney or revocation of trust, discretionary account or similar arrangement. Except as otherwise indicated below, the persons named in the table have sole voting and investment power with respect to the shares beneficially owned by them as set forth opposite their respective names.

| Beneficial Owner | Amount and Nature of Beneficial Ownership of Common Stock | Percent of Class |
|---|---|---|
| Harris Associates L.P<br>Two North LaSalle Street—500<br>Chicago, IL 60602-3790 | 7,405,325(1) | 7.4% |
| T. Rowe Price Associates, Inc<br>100 East Pratt Street<br>Baltimore, MD 21202-1009 | 5,936,193(2) | 5.9% |
| BlackRock, Inc<br>40 East 52nd Street<br>New York, NY 10022 | 5,396,457(3) | 5.4% |
| David P. King | 746,677(4,5) | * |
| Kerrii B. Anderson | 17,230(4,5) | * |
| Jean-Luc Bélingard | 44,841(4,5) | * |
| N. Anthony Coles, Jr. | 300(4,5) | * |
| Wendy E. Lane | 27,722(4,5) | * |
| Thomas P. Mac Mahon | 289,588(4,5) | * |
| Robert E. Mittelstaedt, Jr. | 29,910(4,5) | * |
| Arthur H. Rubenstein | 21,864(4,5) | * |
| M. Keith Weikel | 26,524(4,5) | * |
| R. Sanders Williams | 13,603(4,5) | * |
| James T. Boyle | 106,932(4,5) | * |
| Andrew J. Conrad | 46,007(4,5) | * |
| William B. Hayes | 173,178(4,5) | * |
| Andrew S. Walton | 134,746(4,5) | * |
| All directors and Executive Officers as a group (17 persons) | 1,816,490(4,5) | 1.8% |

* Less than 1%

(1) As reported on Schedule 13G filed with the SEC on February 8, 2011, on behalf of Harris Associates L.P. ("Harris"). Harris is a registered investment advisor with beneficial ownership of the above listed shares.

(2) As reported on Schedule 13G filed with the SEC on February 10, 2011, on behalf of T. Rowe Price Associates, Inc. ("T. Rowe"). T. Rowe is a registered investment advisor with beneficial ownership of the above listed shares

(3) As reported on Schedule 13G filed with the SEC on February 7, 2011, on behalf of BlackRock, Inc.

(4) Beneficial ownership by directors, the named executive officers and current executive officers of the Company includes shares of Common Stock that such individuals have the right to acquire upon the exercise of options that either are vested or that may vest within 60 days of March 14, 2011. The number of shares of Common Stock included in the table as beneficially owned which are subject to such options is as

follows: Ms. Anderson—11,087; Mr. Bélingard—20,398; Dr. Coles— 0; Ms. Lane—14,478; Mr. Mac Mahon—184,791; Mr. Mittelstaedt—18,502; Dr. Rubenstein—14,185; Dr. Weikel—16,659; Dr. Williams—9,791; Mr. King—652,166; Mr. Boyle—90,367; Dr. Conrad—13,366; Mr. Hayes—149,433; Mr. Walton—116,333; all directors and Executive Officers as a group—1,421,788.

(5) Includes shares of Restricted Common Stock. The number of shares of Restricted Common Stock included in the table is as follows: Ms. Anderson—1,934; Mr. Bélingard—1,934; Dr. Coles— 300; Ms. Lane—1,934; Mr. Mac Mahon—1,934; Mr. Mittelstaedt—1,934; Dr. Rubenstein—1,934; Dr. Weikel—1,934; Dr. Williams—1,934; Mr. King—36,967; Mr. Boyle—10,968; Dr. Conrad—4,000; Mr. Hayes —12,368; Mr. Walton—6,734; all directors and Executive Officers as a group—95,979.

**Section 16(a) Beneficial Ownership Reporting Compliance**

Section 16(a) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") requires the Company's executive officers, directors and persons who own more than 10% of the Company's equity securities to file reports on ownership and changes in ownership with the SEC and the securities exchanges on which its equity securities are registered. Additionally, SEC regulations require that the Company identify in its proxy statements any individuals for whom one of the referenced reports was not filed on a timely basis during the most recent fiscal year or prior fiscal years. To the Company's knowledge, based solely on a review of reports furnished to it, all Section 16(a) filing requirements applicable to its executive officers, directors and more than 10% beneficial owners were complied with.

## STOCKHOLDER PROPOSALS

Under the rules and regulations of the SEC as currently in effect, any holder of at least $2,000 in market value, or 1% of Common Stock held continuously for at least one year by the date of the proposal submitted, who desires to have a proposal presented in the Company's proxy material for use in connection with the annual meeting of stockholders to be held in 2012 must transmit that proposal (along with his name, address, the number of shares of Common Stock that he holds of record or beneficially, the dates upon which the securities were acquired and documentary support for a claim of beneficial ownership) in writing as set forth below. Such holder must continue to hold his Common Stock through the date of the meeting. Proposals of stockholders intended to be presented at the 2012 annual meeting and included in the Company's proxy materials must be received by F. Samuel Eberts III, Secretary, Laboratory Corporation of America Holdings, 358 South Main Street, Burlington, North Carolina 27215, no later than December 3, 2011.

Holders of Common Stock who wish to have proposals submitted for consideration at future meetings of stockholders should consult the applicable rules and regulations of the SEC with respect to such proposals, including the permissible number and length of proposals and other matters governed by such rules and regulations, and should also consult the Company's By-Laws.

## HOUSEHOLDING

As permitted by the Exchange Act, the Company has adopted a procedure approved by the SEC called "householding." Under this procedure, stockholders of record who have the same address and last name and do not participate in electronic delivery of proxy materials will receive only one copy of this proxy statement and annual report unless one or more of these stockholders provides notification of their desire to receive individual copies. This procedure will reduce the Company's printing costs and postage fees. Stockholders who participate in householding will continue to receive separate proxy cards.

If you and other stockholders of record with whom you share an address currently receive multiple copies of annual reports and/or proxy statements, or if you hold stock in more than one account and in either case, you

Contract ID#: CQSS120000 56

Department: Social Services

2

# Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CQSS120000 56 NIFS Entry Date: 12-19-11 Term: from 01/01/12 ____ to 12/31/12

| | |
|---|---|
| New ☒ Renewal ☐ | |
| Amendment | ☐ |
| Time Extension | ☐ |
| Addl. Funds | ☐ |
| Blanket Resolution RES# ____ | ☐ |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☒ | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☒ | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No ☒ |
| 5) Insurance Required | Yes ☒ | No ☐ |

# Agency Information

| Vendor | |
|---|---|
| Name Laboratory Corporation of America Holdings | Vendor ID# 133757370-04 |
| Address 1440 York Court Extension<br>Burlington, NC 27215 | Contact Person Angie Miller<br>Email millera@labcorp.com |
| | Phone 800-742-3944 X 67335<br>Fax 336-538-6572 |

| County Department |
|---|
| Department Contact Virginia Webb |
| Address 60 Charles Lindbergh Blvd |
| Phone 516 227-7452 |

# Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE Appv'd & Fwd'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☐<br>*NIFS Appvl (Dept. Head)* ☐ | 12/6/11 | | |
| | OMB | *NIFS Approval* ☐ | 12/29/11 | | Yes ☐ No ☑<br>Not required if blanket resolution |
| 12/26/11 | County Attorney | *CA RE & Insurance Verification* ☑ | 12/26/11 | | |
| 12/26/11 | County Attorney | *CA Approval as to form* ☑ | 12/26/11 | | |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | Rules ☐/ Leg. ☐ | ☐ | | | Yes ☐ No ☐ |
| 12/26/11 | County Attorney | *NIFS Approval* ☑ | 12/26/11 | | |
| | Comptroller | *NIFS Approval* ☑ | 1/4/12 | | |
| | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | 2/10/12 | | |

Contract ID#: CQSS120000 5 6

Department: Social Services

# Contract Summary

| |
|---|
| **Description** Genetic Parentage Testing Services |
| **Purpose:** We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. |
| **Method of Procurement:** RFP. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH. |
| **Procurement History:** We have been using this vendor since 2005 |
| **Description of General Provisions:** The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual re cords for each laboratory test conducted n a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies. |
| **Impact on Funding / Price Analysis:** Federal 66% State 17% County 17%<br>2010 contract $24,000.00 2009 contract $26,638 2008 Contract $24,000 (2008 actually spent $24,364.00) |
| **Change in Contract from Prior Procurement:** No Change |
| **Recommendation:** (approve as submitted) |

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | 28 |
| Resp: | 2800 |
| Object: | DE500 |
| Transaction: | CQ |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ 4,080.00 |
| Federal | $ 15,840.00 |
| State | $ 4,080.00 |
| Capital | $ |
| Other | $ |
| TOTAL | $ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | SSGEN2800/DE500 | $ 24,000.00 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $24,000.00 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**Document Prepared By:** _____ **Date:** _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 2/10/12 |
| Date 11/11/12 | Date 1/4/12 | (For Office Use Only) E #: |

PR5254 (8/04)

THIS AGREEMENT, dated as of October 2011 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 (ii) Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

**WITNESSETH:**

**WHEREAS**, Social Services Law Section 111-c and 111-g require the County Department of Social Services to make services relating to the establishment of paternity available to TANF and non-TANF clients; and

**WHEREAS**, the County is desirous in contracting the Contractor to provide comprehensive genetic parentage testing services to the Department as more particularly set forth below; and

**WHEREAS**, the Contractor is desirous in wanting to provide the above-described services to the County; 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

The term of this Agreement shall be from January 1, 2012 through December 31, 2012, provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms.

2. Services

The services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) The County, acting for and on behalf of the Department hereby hires and retains the Contractor for the provision of genetic parentage testing services.

(b) The Contractor shall provide qualified personnel for specimen collection (buccal swab or venipuncture, as appropriate) at the Nassau County Family Court building located at 1200 Old Country Road, Westbury, New York, 11590, at the days and times required by the Family Court.

(i) Upon request of the County, the Contractor shall provide the record of attendance of parties scheduled for laboratory testing as follows: (A) at the end of a scheduled collection day, the specimen collector shall provide to the Department the schedule of the parties required to appear with an indication of

"show" or "no show" for each individual scheduled; or (B) the Contractor shall maintain a web based record of testing schedules with an indication of whether the party appeared or failed to appear; the Department shall have access to the website at all times; or(C) the Contractor shall provide to the Department written notice, via facsimile, within seven (7) days of the scheduled appointment of non-attendance for individuals scheduled for specimen collection.

(ii) In the event an individual fails to appear or cannot keep a scheduled appointment, the Contractor shall facilitate specimen collection services at one of its company-operated Patient Service Centers.

(c) The Contractor shall provide all supplies necessary for the collection, preparation and preservation of all specimens to be submitted to the Contractor's clinical laboratory for testing. All supplies and transportation of specimens shall be provided at no additional charge.

(d) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

(e) The Contractor shall maintain quality control, training review and on-site supervision during the contract term. The Contractor expressly represents ~~and guarantees~~ as follows: aem

(i) Contractor has developed and implemented a quality control program which meets the requirements set by the federal governmental and other licensing agencies.
(ii) Contractor participates in proficiency testing programs to assure that it can reproduce correct testing results.
(iii) Contractor has developed and implemented a training and orientation program, including but not limited to safety and confidentiality issues.

(f) The specimen collector shall be responsible for verifying the identification of all individuals submitting a specimen. The Contractor shall use instant photographs, fingerprints, and two forms of positive identification (i.e., driver's license, and social security card) to verify the identity of the individual tested. The Contractor shall then draw specimens, package the specimens and transport the specimens in sealed containers to its clinical laboratory in accordance with standard protocol. The Contractor shall verify these procedures through the use of a client authorization form.

(g) The Contractor shall be responsible for transporting specimens from the drawing location to the Contractor's clinical laboratory within 24-48 hours of drawing such specimens.

(h) The Contractor shall perform all genetic parentage testing at its clinical laboratory, which shall be duly licensed under applicable federal, New York State and local laws for the duration of the contract period. The Contractor shall provide current accreditations and licenses upon execution of this Agreement and thereafter, upon request of the County.

(i) The Contractor shall perform all testing using only validated techniques and procedures which are commonly accepted within the scientific and legal communities and are accepted by governing agencies accrediting Contractor's operations.

(j) The Contractor's clinical laboratory shall provide an array of genetic marker tests from which to construct test batteries. The test battery shall consist of multiple independent DNA genetic systems. Ph.D. level staff shall evaluate test results. The test battery shall provide at least:

(i) The power to exclude more than 99.9% of randomly selected males; or

(ii) The probability of paternity greater than 99.5% in all cases where the alleged father is not excluded from paternity.

The Contractor shall perform additional testing as appropriate until one of the above-stated conditions is met.

(k) The Contractor shall issue laboratory reports within five (5) to ten (10) days of receipt of a viable sample at the laboratory's facility. Laboratory reports, which require extended testing, shall be issued within thirty (30) business days of receipt of a viable sample at the laboratory's reference facility. When appropriate, the Contractor's clinical laboratory shall provide for redraws/retests of any specimen at no additional charge. Upon completion of testing, the Contractor shall mail a notarized report with test results along with the original client authorization form to the Nassau County Family Court, 1200 Old Country Road, Westbury, NY 11590, Attention: Ms. Janice Wong, Support Dept., Room 308. Such mailings shall be performed using the level of care required when transmitting confidential information.

(l) The Contractor's clinical laboratory shall have the ability to electronically transfer test results.

(m) The Contractor's clinical laboratory shall have the ability to and shall coordinate testing services in intra-state and interstate cases to include:

(i) Scheduling laboratory testing of absent parties.

(ii) Forwarding of "kit" to appropriate drawsite and/or agency.

(iv) Coordination of all transportation arrangements for the specimens to be forwarded to the Contractor's clinical laboratory.

(iv) Confirmation of all arrangements to the requesting party.

(v) Confirmation of attendance of parties scheduled for laboratory testing.

(n) The Contractor shall have the capacity to perform testing in special situations including but not limited to absent mother, family studies, deceased parties, unusual sample (samples other than buccal and blood), and multiple alleged fathers. Contractor shall have the ability to perform reconstruction cases such as when a party is missing or deceased.

(o) The Contractor shall have in place a reliable and proper chain of custody procedure which procedure shall be in accordance with the Family Court Act and Civil Practice Law & Rules.

(p) The Contractor shall make its clinical laboratory staff available to consult by telephone with the Department's staff during normal laboratory working hours to discuss procedures and to explain test results.

(q) The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any and all applicable laws, regulations or guidelines of the federal, New York State and local governments and their agencies, and the guidelines of the American Association of Blood Banks.

(r) The Contractor shall continue to maintain and safeguard individual records against destruction or loss of confidentiality as set forth herein, after termination of this agreement or any subsequent agreement for as long as such records are in the custody of the Contractor.

(s) The Contractor shall provide fully qualified expert witnesses upon request of the County.

3. Payment

(a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed TWENTY FOUR THOUSAND DOLLARS ($24,000.00) to be paid as follows: On a reimbursement basis of THIRTY THREE DOLLARS ($33.00) All-Inclusive Testing Fee (per test per person) which shall include the cost for all specimen collection (in-county, out-of-county, and out-of-state), scheduling, supplies, shipping, genetic analysis, reporting, technical training and litigation support (expert testimony and consultation).

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears on a reimbursement basis 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 (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) 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 Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contactor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

(e) No Duplication of Payments. Payments for the work to be performed 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. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) 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.

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 governments 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, discrimination, a living wage, disclosure of information, agency financial controls disclosure, 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 Appendices A, B, and EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. 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 hereto as Exhibit L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357 and all related legislation. Contractor further agrees to require each of its employees, partners, or agents assigned to the performance of this agreement, to observe said requirements and evidence the same by their individual execution of an oath of confidentiality and non disclosure agreement on the forms prescribed by the "County", and NYSOCSE which are attached as "Exhibit B" and "EXHIBIT C". ) New

(i). Contractor will ensure that no employee providing services under this contract shall work on any County child support matter to which he/she has a direct or indirect connection, either as a petitioner (custodial parent), respondent (payor) or supported child, or is someone who is familiar with any parties involved in the case.

(ii) Contractor agrees to limit the use or disclosure of information concerning applicants or recipients of Public Assistance to purposes connected with Contractor's duties hereunder.

(ii) Contractor further agrees that the names and addresses of persons applying for or receiving Public Assistance and care shall not be included in any published report, or printed in any newspaper, or reported at any public meetings except as specifically authorized by Statute in very limited circumstances; nor shall such names and addresses and the amount received by, or expended for, such person be disclosed except to the Commissioner of Social Services, or his authorized representative, any other body or official required to have such information to properly discharge its or his/her duties, or by authority of such County, City or Town, to a person or agency considered entitled to such information. Contractor agrees not to solicit, disclose, receive, make use of, or authorize, knowingly permit, participate in, or acquiesce in the use of

any information relating to any applicant for, or recipient of Public Assistance, for commercial or political purposes.

7. Minimum Service Standards. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement: (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 licenses, certifications, and approvals ("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 taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence , fault, or default of the County or a third party.

(b) The Contractor shall, upon the County's ~~demand and at the County's reasonable direction~~ notice afm, 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 and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County 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) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if

contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) 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 the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, 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 policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal 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" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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 Services.

(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 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, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpected balance remaining as of the time of termination.

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

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 federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (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. New Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) 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 a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

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

14. 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 sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (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.

15. 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.

16. Consent to Jurisdiction and Venue; Governing Law

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located 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. The provisions of this Section shall survive the termination of this Agreement.

17. 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 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 to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability

(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 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.

19. 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.

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.

21. Administrative Service Charge

The Contractor agrees to pay the County an administrative service charge of One Hundred and Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22 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 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 available to the County from the state and/or federal governments and funds appropriated or otherwise lawfully available for this Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor has executed this Agreement on _____ ____, 2011____ and the County has executed this Agreement on the date first above written.

LABORATORY CORPORATION OF AMERICA HOLDINGS

By: Angie R. Miller

Name: Angie R. Miller

Title: Contract Manager

Date: 11-17-11

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: County Executive

Chief Deputy County Executive

Date: 2/10/12

PLEASE EXECUTE IN BLUE INK

100363

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

On the 10 day of February in the year 2012 before me personally came Richard R Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a 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.

Doreen R Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

STATE OF ~~NEW YORK~~ North Carolina )
)ss.:
COUNTY OF ~~NASSAU~~ Alamance )

On the 17 day of November in the year 2011 before me personally came Angie R. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Contract Manager of Laboratory Corporation of America Holdings, 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.

Linda Hazelwood
NOTARY PUBLIC

LINDA HAZELWOOD
NOTARY PUBLIC
ALAMANCE COUNTY, NC
My Commission Expires 3-6-2016

EXHIBIT B

## STATEMENT ON CONFIDENTIALITY OF CLIENT INFORMATION

All client-identifiable material of the Department of Social Services is strictly confidential. Access to this information is restricted to those who have a programmatic or administrative need for the information. Further, those who do have knowledge of Social Service clients may not divulge this information to anyone else. All requests for confidential information from persons or entities outside the Department must be cleared by a supervisor.

The rules are the same regardless of the type of storage used for information. Confidential material may be found in a computer, a client case folder, microfilm, reports, computer generated lists and handwritten notes. Information obtained orally is also covered. There may be no disclosure from case conferences. Disclosure of client information as a result of casual conversation is also considered a breach of confidentiality.

This applies to County employees, temporary employees, contract employees, vendors, contract agencies, interns, volunteers, work experience employees, and to members of groups and organizations who work with the Department of Social Services.

Daily operating procedures must protect the confidentiality of client information. Those to whom the care or movement of client folders are entrusted are not to open the folders unnecessarily and when opened, care should be taken to protect the information from casual observation, e.g., by password protecting or otherwise preventing visual access to data on computer screens or in folders. Computers are to be logged off when a procedure or assignment is finished. Client-identifiable material is set aside in designated containers for certified destruction.

Keys, badges, computer passwords, and access codes are for the worker's use only. It is each worker's responsibility to report any loss or compromise of these devices, passwords, or codes to the supervisor immediately.

These regulations apply equally to applicants for benefits, as well as recipients of any Social Services benefit. Even more restrictive rules pertain to disclosure of medical information, HIV/AIDS and drug/alcohol addiction.

*It is the responsibility of anyone working in a Nassau County agency to understand that the unauthorized release of any client data or information may place them in violation of Federal, State or local laws which carry civil and/or criminal penalties, if proper procedures are not followed and/or authorizations are not received prior to release.*

All new employees and other persons to whom this Statement applies are required to acknowledge by their signature that they have reviewed, understood, and agreed to comply with the above Statement.

_____ _____

Date Signature

EXHIBIT C

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

I, the undersigned, an employee/officer of Laboratory Corporation of America Holdings, _____ (the "Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Nassau County Support Collection Unit (the "Child Support Agency") or otherwise obtained pursuant to the Agreement entered between the Child Support Agency and the Service Provider, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure. I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Child Support Agency.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damages in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Angie R. Miller
Signature: Angie R. Miller
Title: Contract Manager
Date: 11-17-11

**NOTICE: Pursuant to Social Services Law § 111-v, a person who improperly releases or permits release of confidential child support information shall be guilty of a Class A misdemeanor and shall be liable in a civil action to any person who incurs damages due to said disclosure.**

# Appendix A

## Terms applicable to all Purchase of Service Agreements for Child Support Services

The Nassau County Support Collection Unit (the "Agency") and the Laboratory Corporation of America Holdings, (the "Service Provider"), as parties to the Agreement agree to be bound by the following terms which are hereby made a part of the Agreement. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Appendix 1, the terms of this Appendix 1 shall control. The Service Provider shall include these terms in all agreements and subcontracts.

**I. Confidentiality**

A. The Service Provider agrees that all information and data obtained in the performance of the Agreement is deemed confidential and will be used or disclosed only for the intended purposes as permitted by law. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable federal and state laws and regulations. The Service Provider agrees to be bound by provisions of Section 654(26) of Volume 42 of the United States Code, Section 6103(l) and (p) of Volume 26 of the United States Code, Section 303.21 and 307.13 of Volume 45 of the Code of Federal Regulations, Section 111-v of the Social Services Law, Section 347.19 of Volume 18 of the New York Code of Rules and Regulations, and other related statutes or regulations regarding confidentiality of child support information. This paragraph shall survive the termination of the Agreement.

B. The Service Provider shall insure that any officer, employee, subcontractor, or other person with access to information and data obtained in the performance of the Agreement is advised of the confidential nature of the information and data, the permitted uses of the information and data, and the penalties for improper use or disclosure. Upon written notice by the Child Support Agency, the officers, employees, subcontractors or other persons who receive access to this information must execute a "Confidentiality and Nondisclosure Agreement" using the form attached hereto. Each executed Confidentiality and Nondisclosure Agreement shall be provided to the Child Support Agency.

C. The Service Provider agrees to limit access to child support information to those officers, employees, subcontractors or other persons who need access to the information to perform work or services under the Agreement.

D. In the event that the Service Provider learns or has reason to believe that child support information has been disclosed or accessed by an unauthorized party, the Service Provider will immediately give notice of such event to the Child Support Agency. Furthermore, if the child support information contains personally identifying information, the Child Support Agency may direct the Service Provider to notify the individuals whose information was disclosed that a Security Event has occurred. The Service Provider shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.

**II. Reports and Record Keeping**

A. The Service Provider shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under the attached Agreement (hereinafter, collectively, "the Records"). The Records must be kept for no less than six (6) years after final settlement of the Agreement. The Child Support Agency, and any other person or entity authorized by the Child Support Agency to conduct an examination or audit, shall have access to the Records during normal business hours at an office of the Service Provider within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

1. In addition, these records shall be subject at all reasonable times to inspection, review, or audit by the New York State Office of Temporary and Disability Assistance ("OTDA"), and the Federal Office of Child Support Enforcement.

2. Upon request of the Child Support Agency, the Service Provider agrees to collect and report information or data, including fiscal or case result information, on a regular basis and to make statistical reports at times prescribed by and on forms furnished by the Child Support Agency.

3. If an audit by or on behalf of the Child Support Agency, the Federal Office of Child Support Enforcement and/or OTDA has begun but is not completed by the end of the six (6) year period, the records shall be retained until resolution of the audit findings.

B. The Service Provider shall cooperate in developing a system of reports to be made periodically by the Child Support Agency as are or may be necessary to comply with applicable Federal and State requirements. The Service Provider agrees to include these requirements in all agreements and subcontracts.

C. If state or federal reimbursement for any claims under this Agreement is lost because of the performance or failure to perform by the Service Provider under the Agreement, then such loss shall be chargeable to the Service Provider.

**III. Approval and Assignment**

A. The Agreement shall not take effect until approved by OTDA, and shall be terminated if OTDA withdraws or revokes its approval.

B. The Service Provider shall not assign, transfer, convey or otherwise dispose of the Agreement or the Service Provider's right, title or interest therein, or authority to execute the Agreement to any other person or corporation without written approval of the Child Support Agency (which shall be attached to the original Agreement). No such approval by the Child Support Agency of any assignment, transfer, conveyance or other disposition shall be effective without the approval of OTDA.

**IV. Governing Law**

A. The Service Provider agrees to comply with the requirements of Title IV-D of the Federal Social Security Act and the implementing Federal and State statutes and regulations, including any new or revised requirements issued by the Federal Department of Health and Human Services, or OTDA. The Child Support Agency agrees to notify the Service Provider of any directives or policy transmittals affecting the services provided under the Agreement.

B. The Agreement shall be governed by the laws of the State of New York.

**V. Miscellaneous Terms**

A. The Agreement may be terminated by the Child Support Agency upon 30 days written notice to the Service Provider without cause or when deemed to be in the Child Support Agency's best interest.

B. The Service Provider may be terminated by the Child Support Agency immediately for cause or if Federal or State reimbursement is terminated or not allowed.

C. In the event the Agreement is terminated, suspended, revoked, nullified, or voided, except if for cause, the Child Support Agency agrees to pay for services rendered by the Service Provider under this Agreement which have been completed prior to the effective date of such termination, suspension, revocation, nullification, or voiding. The Child Support Agency may, at its discretion, process other necessary and proper costs, which the service provider could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of the Agreement; provided such cost would have otherwise been allowable.

## APPENDIX B

## IRS AGREEMENT LANGUAGE FOR GENERAL SERVICES

**I. PERFORMANCE:**
In performance of the Agreement, Laboratory Corporation of America Holdings, (the Service Provider) agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
A. All work will be done under the supervision of the Service Provider or the Service Provider's employees.

B. Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of the Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Disclosure to anyone other than an officer or employee of the Service Provider will be prohibited.

C. All tax returns and tax return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

D. The Service Provider certifies that the data processed during the performance of the Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Service Provider at the time the work is completed. If immediate purging of all data storage components is not possible, the Service Provider certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

E. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Service Provider will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

G. No work involving Federal tax information furnished under the Agreement will be subcontracted without prior written approval of the IRS.
H. The Service Provider will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

I. The agency will have the right to void the Agreement if the Service Provider fails to provide the safeguards described above.

**II. CRIMINAL/CIVIL SANCTIONS:**

A. Each officer or employee of any person to whom tax returns or tax return information is or may be disclosed will be notified in writing by such person that tax returns or tax return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of tax returns or tax return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

B. Each officer or employee of any person to whom tax returns or tax return information is or may be disclosed shall be notified in writing by such person that any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of tax returns or tax return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

C. Additionally, it is incumbent upon the Service Provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to subcontractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a subcontractors, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

**III. INSPECTION:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Service Provider for inspection of the facilities and operations provided for the performance of any work under the Agreement. On the basis of such inspection specific measures may be required in cases where the Service Provider is found to be noncompliant with Agreement safeguards

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 utilizatien 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 therefore 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.

# LABORATORY CORPORATION OF AMERICA HOLDINGS
# OFFICIAL LIST OF AUTHORIZED SIGNERS

| Executive Officers: | |
|---|---|
| David P. King | President and Chief Executive Officer |
| James T. Boyle, Jr. | Executive Vice President and Chief Operating Officer |
| Dr. Andrew Conrad | Executive Vice President and Chief Scientific Officer |
| William B. Hayes | Executive Vice President, Chief Financial Officer and Treasurer |
| Andrew Scott Walton | Executive Vice President, Esoterix Business |
| Benjamin R. Miller | Non-Section 16 Executive Vice President, Atlantic Division |

| Additional Officers: | | | |
|---|---|---|---|
| Michael A. Aicher | Senior Vice President | Devin M. Larsson | Senior Vice President |
| Steven M. Anderson | Senior Vice President | David L. Masters | Senior Vice President |
| Robert A. Bearden | Senior Vice President | Karen A. McFadden | Senior Vice President |
| Dr. Mark Elliott Brecher | Senior Vice President | Elizabeth A. Mitchell | Senior Vice President |
| Berten L. Christianson | Senior Vice President | David L. Morgan II | Senior Vice President |
| Brian J. Coe | Senior Vice President | David Brad Morton | Senior Vice President |
| Edward T. Dodson | Senior Vice President | Robert L. Nelson, Jr. | Senior Vice President |
| F. Samuel Eberts III | Senior Vice President | Patrick F. Noland | Senior Vice President |
| Marcia T. Eisenberg | Senior Vice President | Dale S. Phipps | Senior Vice President |
| Michael J. Etheridge | Senior Vice President | Mark S. Schroeder | Senior Vice President |
| Lidia L. Fonseca | Senior Vice President | Randall L. Simmons | Senior Vice President |
| Robert M. Garvey, Jr. | Senior Vice President | David W. Smith | Senior Vice President |
| Peter H. Huley | Senior Vice President | Lisa Hoffman Starr | Senior Vice President |
| Steven D. Jones | Senior Vice President | Sandra D. van der Vaart | Senior Vice President, Asst Secretary |
| Eric Lindblom | Senior Vice President | | |

Additional Authorized Contract Signers: The following persons are authorized and empowered to execute contracts as an Authorized Signer in connection with the responsibilities listed opposite their names:

| | | | |
|---|---|---|---|
| Alexandre E. Abramov | US Clinical Trials Operations Contracts, Proposals and Letters | Beverly J. Hartshorn | Divisional/Regional - Operations (Florida) |
| William F. Bucher | Marketing and Business Development - (with the exception of government contracts and bids) | Jeffrey C. Hitzke | Supply Chain |
| Debbie K. Burnette | Travel - (cash advances, hotel direct bills, car rental, apartment leases, hotel agreements, travel management statements, expense reports to be paid directly to corporate credit card balance and journal vouchers) (with the exception of government contracts and bids) | Parthia Gentles Hudson | Divisional - Finance (Florida) |
| | | Christina Johnston | Divisional - Finance (Atlantic) |
| | | David M. Johnston | Clinical Trials Testing Services - Contracts (Confidentiality, Pre-Clinical and Phase I-IV) |
| | | Marianne Levandoski | Corporate Purchasing |
| | | George Maha | Identity - Bids, Pricing Letters and Agreements |
| | | Robert S. McLean | AMS Use Agreements/Vendor Contracts |
| | | Jonathan C. Meltzer | Licensing, Mergers & Acquisitions Confidentiality Agreements (with the exception of government contracts and bids) |
| Terry S. Crane | Divisional - Finance (Central South) | | |
| Ernest D. Delia | Divisional - Finance (Northeast) | Rodolfo Menendez | Divisional/Regional - Operations (Florida) |
| Lynda D. Dinwiddie | Corporate Fleet and Travel (with the exception of government contracts and bids) | Angie Miller | Identity - Bids, Pricing Letters and Agreements |
| | | Nancy L. Moore | Marketing and Sales Support (with the exception of government contracts and bids) |
| Michael Duda | US Clinical Trials Operations Contracts, Proposals and Letters | Larry W. Newsom | Divisional/Regional - Operations (Atlantic) |
| Pamela S. Edwards | Occupational Testing Services - Contracts, Proposals and Letters | Edward D. Van Nimwegen | Divisional - Finance (Southwest) |
| | | Cheryl H. Van Vorous | Pathology Services and Lab Directorship Agreements |
| William D. Edwards, III | Corporate IS/MIS <$25,000.00 | Kurt Wanner | Divisional/Regional - Operations (Northeast) |
| Scott R. Evans | Divisional/Regional - Operations (Southwest) | Brian S. Wilcox | Licensing: Confidentiality Agreements (with the exception of government contracts and bids) |
| Terence Farrell | Divisional/Regional - Operations (Florida) | | |
| James K. Fleming | Science & Technology | Randolph M. Young | Lab Administration |
| Jorge A. Franco | Divisional/Regional - Operations (Florida) | | |
| Thomas A. Grant | Divisional/Regional - Operations (Florida) | | |
| Larry E. Gullett, Jr. | Divisional - Finance (Central North) | | |

I, F. Samuel Eberts III, the Secretary of Laboratory Corporation of America Holdings, a corporation organized and existing under the laws of the State of Delaware, do hereby certify that this is the Official List of Authorized Signers which authorizes the above named individuals to sign agreements on behalf of the Company in accordance with the Company's Contract Review Policy as authorized in a resolution adopted by the Board of Directors on September 20, 1995. I do further certify that said resolution has not been altered or amended and remains in full force and effect as of this date.

Additionally, I do hereby certify that the Official List of Authorized Signers authorizes the above named individuals to sign government bids, contracts, awards, and bonds on behalf of the Company, unless specifically noted above, in accordance with the resolution adopted by the Board of Directors on September 20, 1995 and subsequently amended on February 23, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said company this 22nd day of February 2010.

LABORATORY CORPORATION OF AMERICA HOLDINGS

SEAL

F. Samuel Eberts III, Secretary

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as LABORATORY CORPORATION OF AMERICA HOLDINGS, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That _____ _____,

_____
Corporate title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2012 through December 31, 2012.

_____
Officer

Sworn to before me this _____

day of _____, 2011___

_____
Notary Public

Contract ID#: COSS12000056

Department: Social Services

# Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CLSS13000004 NIFS Entry Date:12/06/12 Term: from 01/01/13_____ to 12/31/13

| | |
|---|---|
| New ☐ Renewal ☐ | |
| Amendment | ☒ |
| Time Extension | ☐ |
| Addl. Funds | ☐ |
| Blanket Resolution RES# _____ | ☐ |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☒ | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No ☒ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No ☒ |
| 5) Insurance Required | Yes ☒ | No ☐ |

# Agency Information

| Vendor | |
|---|---|
| Name Laboratory Corporation of America Holdings | Vendor ID# 133757370-04 |
| Address 1440 York Court Extension<br>Burlington, NC 27215 | Contact Person Angie Miller<br>Email millera@labcorp.com |
| | Phone 800-742-3944 X 67335<br>Fax 336-538-6572 |

| County Department |
|---|
| Department Contact Virginia Webb |
| Address 60 Charles Lindbergh Blvd |
| Phone 516 227-7452 |

# Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE Appv'd & Fw'd. | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☐<br>*NIFS Appvl (Dept. Head)* ☐ | 12/11/12 | | |
| | OMB | *NIFS Approval* ☐ | 12/24 | | Yes ☐ No ☒ Not required if blanket resolution |
| 1/2/13 | County Attorney | *CA RE & Insurance Verification* ☑ | 1/3/13 | | |
| 1/4/13 | County Attorney | *CA Approval as to form* ☒ | 1/4/13 | | |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | Rules ☐/ Leg. ☐ | ☐ | | | Yes ☐ No ☐ |
| 1/4/13 | County Attorney | *NIFS Approval* ☒ | 1/4/13 | | |
| | Comptroller | *NIFS Approval* ☑ | 1/18/13 | CGC 1/18/13 | |
| | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | 2/22/13 | | |

PR5254 (8/04)

Contract ID#: CQSS12000056

Department: Social Services

# Contract Summary

| |
|---|
| **Description** Genetic Parentage Testing Services |
| **Purpose:** We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. |
| **Method of Procurement:** RFP. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH. |
| **Procurement History:** We have been using this vendor since 2005 |
| **Description of General Provisions:** The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual re cords for each laboratory test conducted n a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies. |
| **Impact on Funding / Price Analysis:** Federal 66% State 17% County 17%<br>2010 contract $24,000.00 2009 contract $26,638 2008 Contract $24,000 (2008 actually spent $24,364.00) |
| **Change in Contract from Prior Procurement:** No Change |
| **Recommendation:** (approve as submitted) |

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | 28 |
| Resp: | 2800 |
| Object: | DE500 |
| Transaction: | CQ |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ 4,080.00 |
| Federal | $ 15,840.00 |
| State | $ 4,080.00 |
| Capital | $ |
| Other | $ |
| TOTAL | $ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | | $ |
| 2 | SSGEN2800/DE500 | $ 24,000.00 |
| 3 | | $ |
| 4 | | $ |
| 5 | G. Amato 1/3/13 | $ |
| 6 | | $ |
| | TOTAL | $24,000.00 |

**Document Prepared By:** _____ **Date:** _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name Michael S. Cohen | Name | Date 2/22/13 |
| Date 1/23/2013 | Date 1/18/13 | (For Office Use Only) E #: |

PR5254 (8/04)

## AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2013, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000056 between the County and the Contractor, executed on behalf of the County on February 10, 2012 (the "Original Agreement"), the Contractor provides Parentage Testing services as ordered by Family Court for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2012 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Twenty Four Thousand Dollars and 00/100 ($24,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2013.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty Four Thousand Dollars and 00/100 ($24,000.00), payable for Services rendered during the renewal term, 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 Forty Eight Thousand Dollars and 00/100 ($48,000.00) (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 term of the Amended Agreement.

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

LABORATORY CORPORATION OF AMERICA HOLDINGS

By: Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager
Date: 12.3.12

NASSAU COUNTY

By: Richard R. Walker
Name: Richard R. Walker
Title: County Executive

Deputy County Executive

Date: 2/22/13

Richard R. Walker
Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK

107312

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

On the 27 day of February in the year 2012 before me personally came Richard R Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a 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.

Concetta A Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

North Carolina
STATE OF ~~NEW YORK~~)
Alamance )ss.:
COUNTY OF ~~NASSAU~~)

On the 3rd day of December in the year 2012 before me personally came Angie R. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Contract Manager of Laboratory Corporation of America Holdings, 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.

Linda Stanfield

NOTARY PUBLIC

LINDA STANFIELD
Notary Public, North Carolina
Alamance County
My Commission Expires
March 06, 2016

Contract ID#: CC[illegible]12000056

Department: Social Services

# Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CLSS14000004 NIFS Entry Date: 12/10 /13 Term: from 01/01/14 to 12/31/14

| | |
|---|---|
| New ☐ Renewal ☐ | |
| Amendment | ☒ |
| Time Extension | ☐ |
| Addl. Funds | ☐ |
| Blanket Resolution RES# | ☐ |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☒ | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☒ | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No ☒ |
| 5) Insurance Required | Yes ☒ | No ☐ |

## Agency Information

### Vendor

Name Laboratory Corporation of America Holdings

Vendor ID# 133757370-04

Address 1440 York Court Extension

Burlington, NC 27215

Contact Person Angie Miller

Eamil millera@labcorp.com

Phone 800-742-3944 X 67335

Fax 336-538-6572

### County Department

Department Contact Michael A. Kanowitz

Address 60 Charles Lindbergh Blvd

Phone 516 227-7748

## Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE Appv'd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ | 12/11/13 | | |
| | OMB | *NIFS Approval* ☐ | 12/19/13 | | Yes ☐ No ☐ Not required if blanket resolution |
| 12/24/13 | County Attorney | *CA RE & Insurance Verification* ☑ | 12/24/13 | | |
| 12/24/13 | County Attorney | *CA Approval as to form* ☑ | 12/24/13 | | |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | Rules ☐/ Leg. ☐ | ☐ | | | |
| 12/24/13 | County Attorney | *NIFS Approval* ☑ | 12/24/13 | | Yes ☐ No ☑ |
| | Comptroller | *NIFS Approval* ☑ | 1/9/14 | CGC 1/9/14 | |
| | County Executive | *Notarization* ☐ *Filed with Clerk of the Leg.* ☐ | 1/13/14 | | |

ontract Summary

PR5254 (8/04)

Contract ID#: CQSS12000056

Department: Social Services

**Description** Genetic Parentage Testing Services

**Purpose:** We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes.

**Method of Procurement:** RFP. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH.

**Procurement History:** We have been using this vendor since 2005

**Description of General Provisions:** The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual re cords for each laboratory test conducted n a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies.

**Impact on Funding / Price Analysis:** Federal 66% State 17% County 17%

2010 contract $24,000.00 2009 contract $26,638 2008 Contract $24,000 (2008 actually spent $24,364.00)

**Change in Contract from Prior Procurement:** No Change

**Recommendation:** (approve as submitted)

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | 28 |
| Resp: | 2800 |
| Object: | DE500 |
| Transaction: | CQ |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ 4,080.00 |
| Federal | $ 15,840.00 |
| State | $ 4,080.00 |
| Capital | $ |
| Other | $ |
| TOTAL | $ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | | $ |
| 2 | | $ |
| 3 | SSGEN2800/DE500 | $ 24,000.00 |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $24,000.00 |

12/24/13

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**Document Prepared By:** _____ **Date:** _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name Steven J. Falco | Date 1/13/14 |
| Date 1/9/14 | Date 1/9/14 | (For Office Use Only) E #: |

115659

**AMENDMENT NO. II**

This AMENDMENT, dated as of January 1, 2014, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000056 between the County and the Contractor, executed on behalf of the County on February 10, 2012 as amended by the amendment executed on behalf of the County on February 22, 2013 (as so amended the "Original Agreement "), the Contractor provides Parentage Testing services as ordered by Family Court for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2013 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Forty Eight Thousand Dollars and 00/100 ($48,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty Four Thousand Dollars and 00/100 ($24,000.00), payable for Services rendered during the renewal term, 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 Seventy Two Thousand Dollars and 00/100 ($72,000.00) (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 term of the Amended Agreement.

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

LABORATORY CORPORATION OF AMERICA HOLDINGS

By: Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager
Date: 12.3.13

NASSAU COUNTY

By: Richard E. Walker
Name:
Title: County Executive

☐ Deputy County Executive

Date: 1/13/14

PLEASE EXECUTE IN BLUE INK

114396

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

On the 13 day of January in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Chief Dep 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.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6250026
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF ~~NEW YORK)~~ North Carolina
COUNTY OF ~~NASSAU)~~ Alamance )ss.:

On the 3rd day of December in the year 2013 before me personally came Angie R. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Contracts Manager of Laboratory Corporation of America Holdings 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
Linda Stanfield

LINDA STANFIELD
Notary Public, North Carolina
Alamance County
My Commission Expires
March 06, 2018

Contract ID#: CQSS12000056

Department: Social Services

# Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CLSS15000009 NIFS Entry Date: 12/ 23 /14 Term: from 01/01/15 to 12/31/15

| | |
|---|---|
| New ☐ Renewal ☐ | |
| Amendment | ☒ |
| Time Extension | ☐ |
| Addl. Funds | ☐ |
| Blanket Resolution RES# | ☐ |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☒ | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☒ | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No ☒ |
| 5) Insurance Required | Yes ☒ | No ☐ |

# Agency Information

| Vendor | |
|---|---|
| Name Laboratory Corporation of America Holdings | Vendor ID# 133757370-04 |
| Address 1440 York Court Extension<br>Burlington, NC 27215 | Contact Person Angie Miller<br>Eamil millera@labcorp.com |
| | Phone 800-742-3944 X 67335<br>Fax 336-538-6572 |

| County Department |
|---|
| Department Contact Michael A. Kanowitz |
| Address 60 Charles Lindbergh Blvd |
| Phone 516 227-7452 |

# Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | | DATE Appv'd& Fw'd. | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)*<br>*NIFS Appvl (Dept. Head)* | ☐<br>☐ | 2/23/14 | | |
| | OMB | *NIFS Approval* | ☐ | 2/3/15 | | Yes☐ No☐ Not required if blanket resolution |
| 2/10/15 | County Attorney | *CA RE & Insurance Verification* | ☑ | 2/10/15 | | |
| 2/10/15 | County Attorney | *CA Approval as to form* | ☑ | 2/10/15 | | |
| | Legislative Affairs | *Fw'd Original Contract to CA* | ☐ | | | |
| | Rules ☐/ Leg. ☐ | | ☐ | | | Yes☐ No☑ |
| 2/10/15 | County Attorney | *NIFS Approval* | ☑ | 2/10/15 | | |
| | Comptroller | *NIFS Approval* | ☑ | 3/4/15 rec'd 3/6/15 | | |
| | County Executive | *Notarization*<br>*Filed with Clerk of the Leg.* | ☐<br>☐ | 3/23/15 | | |

# Contract Summary

Contract ID#: CQSS12000056

Department: Social Services

| |
|---|
| **Description** Genetic Parentage Testing Services |
| **Purpose:** We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. *(Renew existing contract for one year)* |
| **Method of Procurement:** RFP. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH. |
| **Procurement History:** We have been using this vendor since 2005 |
| **Description of General Provisions:** The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual re cords for each laboratory test conducted n a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies. |
| **Impact on Funding / Price Analysis:** Federal 66% State 17% County 17%<br>2010 contract $24,000.00 2009 contract $26,638 2008 Contract $24,000 (2008 actually spent $24,364.00) |
| **Change in Contract from Prior Procurement:** No Change |
| **Recommendation:** (approve as submitted) |

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | 28 |
| Resp: | 2800 |
| Object: | DE500 |
| Transaction: | CQ |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ 4,080.00 |
| Federal | $ 15,840.00 |
| State | $ 4,080.00 |
| Capital | $ |
| Other | $ |
| TOTAL | $ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | | $ |
| 2 | | $ |
| 3 | | $ |
| 4 | SSGEN2800/DE500 | $24,000.00 |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $24,000.00 |

L. Amato 3/10/15

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

Document Prepared By: _____ Date: _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 2/23/15 |
| Date 3/6/15 | Date 3/6/15 | (For Office Use Only) E #: |

121196

## AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000056 between the County and the Contractor, executed on behalf of the County on February 10, 2012 as amended by the amendment executed on behalf of the County on February 22, 2013 as amended by the amendment executed on behalf the County on January 13, 2014 (as so amended the "Original Agreement "), the Contractor provides Parentage Testing services as ordered by Family Court for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2014 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Seventy Two Thousand Dollars and 00/100 ($72,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty Four Thousand Dollars and 00/100 ($24,000.00), payable for Services rendered during the renewal term, 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 Ninety Six Thousand Dollars and 00/100 ($96,000.00) (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 term of the Amended Agreement.

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

LABORATORY CORPORATION OF AMERICA HOLDINGS

By: Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager
Date: December 17, 2014

NASSAU COUNTY

By:
Name: Richard R Walker
Title: County Executive

Deputy County Executive

Date: 3/31/15

PLEASE EXECUTE IN BLUE INK

120823

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

On the 31 day of March in the year 2015 before me personally came Richard R. Weller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a 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.

Corsetta R. Petrucci
NOTARY PUBLIC

CORSETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259025
Qualified in Nassau County
Commission Expires April 02, 2016

North Carolina
STATE OF ~~NEW YORK~~)
Alamance )ss.:
COUNTY OF ~~NASSAU~~)

On the 17th day of December in the year 2014 before me personally came Angie R. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Contracts Manager of Laboratory Corporation of America Holdings, 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.

Linda Stanfield
NOTARY PUBLIC

LINDA STANFIELD
Notary Public, North Carolina
Alamance County
My Commission Expires
March 06, 2016

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? If yes, to what campaign committee?

None

2. 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.

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

Vendor: Laboratory Corporation of America Holdings

Dated: 4-5-16

Signed: Angie R. Miller

Print Name: Angie R. Miller

Title: Contract Manager

Rev. 3-2016

Contract ID#: CQAT15000015

Department: County Attorney

E-94-16

# Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT16000006 NIFS Entry Date: 12/31/2015 Term: February 15, 2015 – January 31, 2017

| | |
|---|---|
| New ☐ Renewal | ☒ |
| Amendment #1 | ☒ |
| Time Extension | ☒ |
| Addl. Funds | ☒ |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No ☒ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No ☒ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☒ | No ☐ |
| 5) Insurance Required | Yes ☒ | No ☐ |

## Agency Information

| Vendor | | County Department |
|---|---|---|
| Name: Ryan, Brennan & Donnelly, LLP | Vendor ID#: 112779178 | Department Contact: Jaclyn Delle |
| Address: 131 Tulip Avenue, Floral Park, New York 11001 | Contact Person: John M. Donnelly | Address: 1 West St., Mineola, New York 11501 |
| | Phone: 516-328-1100 | Phone: (516) 571-3034 |

## Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE Appv'd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ | | | |
| | OMB | *NIFS Approval* ☐ | 1/26/16 | | Yes ☐ No ☐ Not required if blanket resolution |
| 1/29/16 | County Attorney | *CA RE&I Verification* ☑ | 1/29/16 | | |
| 1/29/16 | County Attorney | *CA Approval as to form* ☑ | 2/1/16 | | Yes ☒ No ☑ |
| | LEG Legislative Affairs | *Fw'd Original K to CA* ☐ | | | |
| | LEG Rules ☐ / Leg. ☐ | ☐ | | | |
| 1/29/16 | County Attorney | *NIFS Approval* ☑ | 2/1/16 | | |
| | County Comptroller | *NIFS Approval* ☐ | | | |
| 3/29/16 | County Executive | *Notarization* ☐ *Filed with Clerk of the Leg.* ☐ | 3/8/16 | | |

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
2016 APR -8 AM 11:11

PR5254 (8/04)

Contract ID#: CQAT15000015

Department: County Attorney

# Contract Summary

**Description:** Amendment to outside counsel contract.

**Purpose:** This is an amendment to an outside counsel contract to represent the County at Nassau County indemnification board meetings.

**Method of Procurement:** Contract amendment. See procurement history below.

**Procurement History:** A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Ryan, Brennan & Donnelly, LLP has been added to this panel. The firm has been assigned the services provided above, after a review of the panel, based on the firm's experience, expertise in the subject matter, and availability.

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** $24,900.00

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** Approve as submitted.

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | AT |
| Resp: | 1100 |
| Object: | DE502 |
| Transaction: | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $24,900.00 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $24,900.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | ATGEN1100/DE502 | $24,900.00 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $24,900.00 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**Document Prepared By:** _____ **Date:** _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 3/28/16 |
| Date | Date | *(For Office Use Only)* E #: |

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** Ryan, Brennan & Donnelly, LLP (CLAT16000006)

**2. Dollar amount requiring NIFA approval:** $ 24,900.00

**Amount to be encumbered:** $ 24,900.00

This is a ___ New Contract ___ Advisement ✓ 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:** 02/01/2015-01/31/2017

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Contractor is continuing services as amendment is sent through approvals.

**4. Funding Source:**

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

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

This is an amendment to an outside counsel contract to represent the County at Nassau County indemnification board meetings. The amendment renews the contract by extending the term and increasing the maximum amount.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

**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:**

CQAT15000015, max amount $24,900.00, encumbered $24,900.00 on 6/26/2015

## 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.

Roseann Bell 1/27/16

Signature Title Date

Print Name

---

## 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

Signature Title Date

Print Name

---

## NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

**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.**

RULES RESOLUTION NO. – 2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND RYAN, BRENNAN & DONNELLY, LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Ryan, Brennan & Donnelly, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Ryan, Brennan & Donnelly, LLP

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 01 2016 JAN 2016
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | OBJECT | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|---|---|---|---|---|---|---|
| | BB | EQUIPMENT | 15,000 | 15,000 | | 15,000 |
| | DD | GENERAL EX | 627,000 | 627,000 | 28,591 | 598,409 |
| | DE | CONTRACTUA | 5,350,000 | 5,350,000 | 50,000 | 5,300,000 |
| | | EXP TOTAL | 13,903,211 | 13,903,211 | 485,010 | 13,418,201 |
| | | REV - EXP | 4,467,447 | 4,467,447 | -415,729 | -4,883,176 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO12 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 01/26/2016
LINK TO: VENDOR SUMMARY 4:14 PM
ACTIVE
FISCAL MO/YEAR : 01 2016
VENDOR NUMBER : 112779178 01 RYAN & BRENNAN & DONNELLY LLP
VENDOR ALPHA : RYAN & BRENNAN & DONNELLY

| S VENDOR SUMMARY | JAN 2016 | ANNUAL BALANCE | ALL YEARS BALANCE |
|---|---|---|---|
| ENCUMBRANCES | .00 | .00 | 6,743.40 |
| RETAINAGES | .00 | .00 | .00 |
| ACCRUALS | .00 | .00 | .00 |
| PAYMENTS | .00 | .00 | 468,252.55 |
| CASH RECEIPTS | .00 | .00 | .00 |
| ACCT RECVABLE | .00 | .00 | .00 |
| 1099 TOTALS | | | |
| B/U WITHHOLDING | | | |
| B/U WITH PAID | | | |
| TX LIEN W/HELD | .00 | .00 | .00 |
| TAX LIENS PAID | .00 | .00 | .00 |
| ST BCKUP W/HOLD | .00 | .00 | .00 |
| ST BU W/H PAID | .00 | .00 | .00 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
GO14 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 01/26/2016
LINK TO: VENDOR SUMMARY 4:14 PM
ACTIVE
FISCAL MO/YEAR : 13 2015
VENDOR NUMBER : 112779178 01 RYAN & BRENNAN & DONNELLY LLP
VENDOR ALPHA : RYAN & BRENNAN & DONNELLY

| S VENDOR SUMMARY | ADADJ2015 | ANNUAL BALANCE | ALL YEARS BALANCE |
|---|---|---|---|
| ENCUMBRANCES | .00 | -1,070.95 | 6,743.40 |
| RETAINAGES | .00 | .00 | .00 |
| ACCRUALS | .00 | .00 | .00 |
| PAYMENTS | .00 | 25,970.95 | 468,252.55 |
| CASH RECEIPTS | .00 | .00 | .00 |
| ACCT RECVABLE | .00 | .00 | .00 |
| 1099 TOTALS | .00 | 25,970.95 | 25,970.95 |
| B/U WITHHOLDING | .00 | .00 | .00 |
| B/U WITH PAID | .00 | .00 | .00 |
| TX LIEN W/HELD | .00 | .00 | .00 |
| TAX LIENS PAID | .00 | .00 | .00 |
| ST BCKUP W/HOLD | .00 | .00 | .00 |
| ST BU W/H PAID | .00 | .00 | .00 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
GO14 - RECORD FOUND

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME: Ryan, Brennan & Donnelly, LLP (CLAT16000006)**

**CONTRACTOR ADDRESS: 131 Tulip Avenue, Floral Park, New York 11001**

**FEDERAL TAX ID #: 112779178**

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on July 31, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County was established. The firm Ryan, Brennan & Donnelly, LLP has been added to this panel. The firm was assigned the services provided in the staff summary after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

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

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

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

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

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

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

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

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

**VI. ☐ This is a human services contract with a not-for-profit agency for which a**

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

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

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

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

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

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

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

**Department Head Signature**

1/4/17
**Date**

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

*Compt. form Pers./Prof. Services Contracts: Rev. 09/15*

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? If yes, to what campaign committee?

Ryan, Brennan & Donnelly LLP have not made any such contributions during the period beginning April 1, 2016 through the date of this disclosure

2. 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.

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

Dated: 4/6/16

Vendor: Ryan, Brennan & Donnelly LLP

Signed: John E. Ryan

Print Name: John E. Ryan

Title: Partner

# AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), 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 Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Ryan, Brennan & Donnelly, LLP, with an office located at 131 Tulip Avenue, Floral Park, New York 11001 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT15000015 between the County and Counsel, executed on behalf of the County on July 31, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with the Nassau County indemnification board meetings, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 1, 2015 until January 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may, in its discretion, renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-four Thousand Nine Hundred Dollars ($24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty-four Thousand Nine Hundred Dollars ($24,900.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Forty-nine Thousand Eight Hundred Dollars ($49,800.00) (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 term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

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

RYAN, BRENNAN & DONNELLY, LLP

By: _____
Name: John E. Ryan
Title: Partner
Date: 12/14/15

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 1/4/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 14th day of December in the year 2015 before me personally came John E. Ryan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Partner of Ryan, Brennan & Donnelly LLP, 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

JOHN O. BRENNAN
NOTARY PUBLIC, State of New York
No. 4982769
Qualified in Nassau County
Commission Expires June 10th, 2019

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

On the 4th day of January in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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

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

Contract ID#: CQAT15000015

Certificate of Insurance required on 08/20/2015 LN

Department: County Attorney

# Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT15000015 NIFS Entry Date: 04/20/2015 Term: February 1, 2015 – January 31, 2016

| | |
|---|---|
| New X Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No X |
| 2) Comptroller Approval Form Attached: | Yes X | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No X |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No X |
| 5) Insurance Required | Yes X | No ☐ |

# Agency Information

## Vendor

| Name | Vendor ID# |
|---|---|
| Ryan, Brennan & Donnelly, LLP | 112779178 |
| **Address** | **Contact Person** |
| 131 Tulip Avenue<br>Floral Park, New York 11001 | John M. Donnelly |
| | **Phone** |
| | (516) 328-1100 |

## County Department

| Department Contact |
|---|
| Daniel Gregware |
| **Address** |
| 1 West St.<br>Mineola, New York 11501 |
| **Phone** |
| (516) 571-1675 |

# Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | | DATE Appv'd& Fw'd. | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)*<br>*NIFS Appvl (Dept. Head)* | ☐<br>☐ | | | |
| | OMB | *NIFS Approval* | ☐ | 5/7/15 | | Yes ☐ No ☐ Not required if blanket resolution |
| 5/7/15 | County Attorney | *CA RE&I Verification* | ☑ | 5/7/15 | | |
| / | County Attorney | *CA Approval as to form* | ☐ | 05/07/2015 | | Yes ☐ No ☒ |
| | Legislative Affairs | *Fw'd Original K to CA* | ☐ | / / | | |
| | Rules ☐/ Leg. ☐ | | ☐ | | | |
| | County Attorney | *NIFS Approval* | ☐ | 05/07/2015 | | |
| | County Comptroller | *NIFS Approval* | ☑ | 6/25/15 | SD 6/03/15 | |
| 6/4/15 | County Executive | *Notarization*<br>*Filed with Clerk of the Leg.* | ☐<br>☐ | 6/4/15 | | |

PR5254 (8/04)

Contract ID#: CQAT15000015

Department: County Attorney

# Contract Summary

| |
|---|
| **Description: New contract, legal services** |
| **Purpose:** This is a new outside counsel contract to represent the County at Nassau County indemnification board meetings. |
| **Method of Procurement:** A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Ryan, Brennan & Donnelly, LLP has been added to this panel. The firm has been assigned the services provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability. |
| **Procurement History:** Ryan, Brennan & Donnelly, LLP is on the RFQ panel and has previous contracts with the County. |
| **Description of General Provisions:** As described above |
| **Impact on Funding / Price Analysis:** $24,900.00 |
| **Change in Contract from Prior Procurement:** N/A |
| **Recommendation: approve as submitted** |

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | AT |
| Resp: | 1100 |
| Object: | DE502 |
| Transaction: | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $24,900.00 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $24,900.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | ATGEN1100/DE502 | $24,900.00 |
| 2 | | $ |
| 3 | | $ |
| 4 | J. Amato 5/7/15 | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $24,900.00 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

Document Prepared By: _____ Date: _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name Michael S. Cohen | Name | Date 6/4/15 |
| Date 6/4/2015 | Date 6/25/15 | (For Office Use Only) E #: |

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME:** Ryan, Brennan & Donnelly, LLP (CQAT15000015)

**CONTRACTOR ADDRESS:** 131 Tulip Avenue, Floral Park, New York 11001

**FEDERAL TAX ID #:** 112779178

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

X **B.** A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Ryan, Brennan & Donnelly, LLP has been added to this panel. The firm has been assigned the services provided in the routing sheet, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

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

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

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

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

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

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

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

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

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

**Department Head Signature**

4/21/15

**Date**

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

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Ryan, Brennan & Donnelly, LLP, having an office located at 131 Tulip Avenue, Floral Park, New York 11001 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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 February 1, 2015 and shall terminate on January 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may, in its discretion, renew this Agreement for four (4) additional one (1) year periods under the same terms and conditions.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County at Nassau County indemnification board meetings ("Services"). The Nassau County indemnification boards include the Police Indemnification Board, Peace Officer Indemnification Board, and the Employee Indemnification Board (collectively, the "Board"). Such Services shall include without limitation:

(a) Attend Board and pre-indemnification meetings;

(b) Provide counsel as to whether an employee should be indemnified;

(c) Review, draft and submit reports to the Board. The reports shall include a factual summary of the employees' involvement and participation in the events alleged in the complaint. Such reports need to be submitted in complete and proper form in accordance with the Board's requirements;

(d) Present the report to the Board.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars ($24,900.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

| | |
|---|---|
| (i) Partner | $200.00 |
| (ii) Associate | $125.00 |
| (iii) Paralegal/Law clerk | $90.00 |

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(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 Counsel 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 Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel 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. Counsel 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. Counsel 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, Counsel 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, Counsel agrees as follows:

(i) Counsel 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. Counsel 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 Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel 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 combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. 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 requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds

appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

[Remainder of Page Intentionally Left Blank.]

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

RYAN, BRENNAN & DONNELLY, LLP

By: John E. Ryan

Name: John E. Ryan

Title: Partner

Date: 4/16/15

NASSAU COUNTY

By: Carnell J. Foskey

Name: Carnell Foskey
Title: County Attorney

Date: 4/14/15

NASSAU COUNTY

By:

Name: Charles J. Ribando

Title: County Executive
☒ Deputy County Executive

Date: 7/31/15

PLEASE EXECUTE IN BLUE INK

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

On the 11th day of April in the year 2015 before me personally came John E. Ryan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is ~~the~~ a Partner of Ryan, Brennan & Donnelly LLP, 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

[illegible] State of New York
[illegible]
[illegible] Nassau County
[illegible] Expires June 10th, 2015

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

On the ~~11th~~ 21st day of April in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6239354
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2019

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

On the 31 day of July in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6235025
Qualified in Nassau County
Commission Expires April 16, 2016

**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"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

John E. Ryan (Name)

Ryan, Brennan & Donnelly LLP, 131 Tulip Ave. Floral Park, NY 11001 (Address)

(516) 328-1100 (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.

April 16, 2015
Dated

J. E. Ryan
Signature of Chief Executive Officer

John E. Ryan
Name of Chief Executive Officer

Sworn to before me this
16th day of April, 2015.

Notary Public

[illegible] New York
[illegible] County
Commission Expires June 13th, 2015

COUNTY OF NASSAU

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

1. Name of the Entity: Ryan, Brennan & Donnelly LLP

Address: 131 Tulip Avenue

City, State and Zip Code: Floral Park, NY 11001

2. Entity's Vendor Identification Number: 11-2779178

3. Type of Business: ___Public Corp ✓ Partnership ___Joint Venture

___Ltd. Liability Co ___Closely Held Corp _____Other (specify)

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

John E. Ryan - [redacted]

John O. Brennan - [redacted]

John M. Donnelly - [redacted]

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

Same as above in item "4."

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.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

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

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

Dated: May 26, 2015

Signed: John E Ryan

Print Name: John E. Ryan

Title: Partner

**The term <u>lobbying</u> 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.

COUNTY OF NASSAU

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

1. Name of the Entity: Ryan, Brennan & Donnelly LLP

   Address: 131 Tulip Avenue

   City, State and Zip Code: Floral Park, NY 11001

2. Entity's Vendor Identification Number: 11-2779178

3. Type of Business: ____Public Corp ✓ Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

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

John E. Ryan -

John O. Brennan -

John M. Donnelly -

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.

Same as above in item "4"

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

None

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

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

Dated: 12/14/15

Signed: John E. Ryan

Print Name: John E. Ryan

Title: Partner

**The term <u>lobbying</u> 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.

BHF (02/2016)

## Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: 3/18/16

1) Bidder's/Proposer's Legal Name: Ryan, Brennan & Donnelly LLP

2) Address of Place of Business: 131 Tulip Avenue, Floral Park, NY 11001

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): SAME

Phone: (516) 328-1100

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: 11-2779178

6) The bidder/proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ✓ Other (Describe) Limited Liability Partnership

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. ___

10) Has the bidder/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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

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

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. 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 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. The partners regularly meet and discuss all pending matters. The firm will consider any procedures proposed by the County of Nassau.

* John C. Ryan serves as Counsel to the Nassau County Board of Elections. Such representation does not present a conflict of interest.

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

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation: 1/1/2003

ii) Name, addresses, and position of all persons having a financial interest in the company including shareholders, members, general or limited partner: John Ryan [redacted] John Brennan [redacted] John Donnelly, [redacted]

iii) Name, address and position of all officers and directors of the company: N/A

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 9, including the 3 partners.

vi) Annual revenue of firm; approx. $1,000,000.00

vii) Summary of relevant accomplishments This firm has provided reliable and cost effective legal services to the County of Nassau for the past 2 decades.

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

B. Indicate number of years in business.

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

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

Company Inc. Village of Floral Park

Contact Person Gerard Bambrick

Address One Floral Blvd.

City/State Floral Park NY 11001

Telephone (516) 326-6300

Fax # (516) 326-2734

E-Mail Address gbambrick@fpvillage.org

Company Inc. Village of East Rockaway
Contact Person Patricia Renner
Address 376 Atlantic Avenue
City/State East Rockaway, NY 11518
Telephone (516) 887-6300
Fax # (516) 887-6305
E-Mail Address patty@villageofeastrockaway.org

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Company Coach Real Estate Associates
Contact Person Robert LaCosta
Address 66 Gilbert Street
City/State Northport, NY 11768
Telephone (631) 960-2553
Fax # (631) 427-0245
E-Mail Address rlacosta@coachrealtors.com

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

This firm has provided reliable and cost effective legal services to the County of Nassau for the past two decades.

# State of New York
# Appellate Division
of the
# Supreme Court
# Fourth Judicial Department

Know all men by these presents: That on the 18th day of March 19 81, an order was duly made and entered whereby

JOHN EMMET RYAN

was duly licensed and admitted to practice as an Attorney and Counsellor at Law in all of the Courts of the State of New York and duly took and subscribed the Constitutional oath of office, as prescribed by Law.

In witness whereof, I, **Mary F. Zoller**

Clerk of said Court, have hereunto set my hand and affixed the seal of said Court this 18th day of March 19 81

SUPREME COURT APPELLATE DIVISION FOURTH DEPARTMENT

# By the Appellate Division of the Supreme Court of the State of New York, in and for the Third Judicial Department

To all to whom these Presents shall come, Greeting:

Now We, upon John Owen Brennan,

having application to be admitted to practice as an Attorney and Counsellor at Law in the Courts of this State, and having been Commissioned as provided by Judiciary Law, pursuant to a petition of good moral character, filed

John Owen Brennan on the 22nd day of March 1984,

Do, by these Presents, admit and license the said John Owen Brennan to practice as an Attorney and Counsellor at Law in the Courts of this State, according to the Laws of this State and the rules and regulations of said Courts.

In Testimony Whereof,

I, Guy James Mangano, Presiding Justice of said Court, and pursuant to said Law, have caused the Seal of said Court to be hereunto affixed this 27th day of March in the year one thousand nine hundred and eighty-four.

Entered in the Office of the Clerk of the Appellate Division of the Supreme Court in the Third Judicial Department

Clerk

# By the Appellate Division of the Supreme Court of the State of New York, in and for the Second Judicial Department.

To all to whom these Presents shall come Greeting:

Know Ye, that **John Myles Donnelly**

having applied for admission to practice as an Attorney and Counsellor at Law in the Courts of Record of this State, and having been examined as prescribed by Statute and found qualified and being a person of good moral character, it is

John Myles Donnelly on the June 1996

Term of this Court, having taken and subscribed the Constitutional Oath of Office as prescribed by Law, was duly admitted and Licensed to practice as an Attorney and Counsellor at Law in all the Courts of this State according to the Law of this State and the rules and orders of said Courts.

In Testimony Whereof,

I, Guy James Mangano, Presiding Justice of said Court, have hereunto set my hand and caused the Clerk of said Court to affix his name and the seal of said Court this 19th Day of June in the year one thousand nine hundred and ninety six and of our Independence the One Hundred and Twenty-first.

Guy James Mangano

Presiding Justice

Clerk

BHF (02/2016)

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 18th day of March 2016

Notary Public

Qualified in Nassau County
Commission Expires June 10th, 2019

Name of submitting business: Ryan Brenan Donnelly LLP

By: John E. Ryan Print name

Signature

Partner Title

3/18/16 Date

PQF (02/2016)

**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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name John E. Ryan
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 131 Tulip Avenue
   City/state/zip Floral Park NY 11001
   Telephone (516) 328-1100
   Other present address(es) NONE
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder __/__/____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner __/__/1987
   Vice President ___/___/___ _____/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? NO ___ YES ✓ If Yes, provide details. I am a partner in the entity Ryan, Brennan & Donnelly LLP

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? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

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

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _✓_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _✓_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _✓_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _✓_ YES ___ If Yes, provide details for each such year.

PQF (02/2016)

**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 18th day of March 2016

Notary Public

State of New York
No. 4982769
Qualified in Nassau County
Commission Expires June 10th, 2019

Ryan Brownell & Donnelly LLP

Name of submitting business

JOHN E. RYAN

Print name

Signature

Partner

Title

3/18/16

Date

PQF (02/2016)

**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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name John M. Donnelly
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 131 Tulip Avenue
   City/state/zip Floral Park, NY 11001
   Telephone (516) 328-1100
   Other present address(es) NONE
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder __/__/____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 1/1/2003
   Vice President ___/___/___ _____/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? NO ___ YES ✓ If Yes, provide details. I am a partner in the firm.

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? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

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

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) No

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

**CERTIFICATION**

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

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

Sworn to before me this 18th day of March 2016

John E. Ryan
Notary Public

JOHN E. RYAN
Notary Public, State of New York
No. 4833430
Qualified in Nassau County
Commission Expires Sept. 30, 2017

Ryan, Brennan & Donnelly LLP
Name of submitting business

John M. Donnelly
Print name

John M. Donnelly
Signature

Partner
Title

03/18/2016
Date

PQF (02/2016)

**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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name John O. Brennan
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address Ryan, Brennan & Donnelly LLP, 131 Tulip Avenue
   City/state/zip Floral Park, New York 11001
   Telephone (516) 328-1100
   Other present address(es) None
   City/state/zip None
   Telephone None
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder __/__/____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 01/01/1998
   Vice President ___/___/___ _____/___/___
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details.
   Secretary/Director of The Brennan Charitable Foundation 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? NO X YES ___ 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? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

PQF (02/2016)

**CERTIFICATION**

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

Sworn to before me this 18th day of March 2016

Notary Public

JOHN E. RYAN
Notary Public, State of New York
No. 4833430
Qualified in Nassau County
Commission Expires Sept. 30 2017

RYAN, BRENNAN & DONNELLY LLP
Name of submitting business

John O. Brennan
Print name

Signature

Partner
Title

03/18/2016
Date

***RYAN, BRENNAN & DONNELLY LLP***
***131 TULIP AVENUE***
***FLORAL PARK, NY 11001***
***generalinfo@rbdllp.net***
***Telephone – (516) 328-1100***
***Facsimile – (516) 354-0814***

*Real Estate, General Civil Practice in all State and Federal Courts, Negligence, Appellate Practice, Municipal, Employment and Civil Rights Law.*

## ***MEMBERS OF FIRM***

***JOHN E. RYAN**, born Mineola, New York, December 6, 1956; admitted to bar, 1981, New York; 1982, U.S. District Court, Eastern and Southern Districts of New York; 1986 , U.S. Court of Appeals, 2nd Circuit; 1986, U.S. Supreme Court, 1988.* ***Education:*** *St. John's University (B.S., summa cum laude, 1977; J.D., 1980). Member, 1978-1979 and Managing Editor, 1979-1980, St. John's Law Review. Law Clerk, Hon. Matthew J. Jasen, Senior Associate Judge, New York State Court of Appeals, 1980-1982.* ***Member:*** *Nassau County and New York State Bar Associations.* ***Other Affiliations:*** *Counsel, Nassau County Board of Elections, 2009 to Present; Member, Law Revision Commission, State of New York 1998 to present; Chairman, Board of Ethics, Town of Hempstead, 1992 – Present; Chairman, Water Authority of Western Nassau County, 2009 – Present; Village Attorney, Village of Floral Park, 1999 – Present; Village Attorney, Village of East Rockaway, 2011; Counsel, Town of Hempstead Industrial Development Agency, 1996 to Present; Counsel and Co-Chairman of Law Committee, Nassau County Republican Committee, 1991-Present.*

***JOHN O. BRENNAN,** born New York, New York, February 21, 1965; admitted to bar, 1991, New York; 1993, U.S. District Court, Eastern and Southern Districts of New York; 2000, U.S. Court of Appeals, 2nd Circuit.* ***Education:*** *Boston College (B.A., 1987); St. John's University (J.D., 1990).* ***Member:*** *Nassau County and New York State Bar Associations.* ***Other Affiliations:*** *Village Attorney, Village Stewart Manor, May 2004 – March 2009, Prosecutor, Village of Stewart Manor, March, 1998 – April, 2009; Counsel, Zoning Board of Appeals of Village of Stewart Manor June, 2002 – March, 2009.*

***JOHN M. DONNELLY,** born Huntington, New York, May 31, 1970; admitted to bar, 1996, New York.* ***Education:*** *Fordham University (B.A., 1992); City University of New York (J.D., 1995).* ***Member:*** *Nassau County and New York State Bar Association.*

***Representative Institutional Clients:***

*County of Nassau*
*Town of Hempstead*
*Town of Hempstead Industrial Development Agency*
*Villages of Floral Park, East Rockaway, Mineola and Valley Stream*
*United States Aviation Underwriters, Inc.*
*Kemper Insurance Group*
*Reliance Insurance Company*
*Specialty Risk Services*

Contract ID#: CQPK1600023

Department: Parks, Rec & Museums

E-95-16

**HOTEL/MOTEL TAX GRANT FUND**

# Contract Details

SERVICE: **Traditional 19th Century Music**

NIFS ID #: CQPK1600023 NIFS Entry Date: 3/22/16 Term: 3/1/16-12/31/16

| | |
|---|---|
| New ☒ Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No ☒ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No ☒ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☒ | No ☐ |
| 5) Insurance Required | Yes ☐ | No ☒ |

## Agency Information

| Vendor | |
|---|---|
| Name: Mary Nagin | Vendor ID: [redacted] |
| Addres[redacted]746<br>REG: [redacted]<br>Email: [redacted] | Contact Person<br>Mary Nagin<br>Phone [redacted] |

| County Department |
|---|
| Department Contact<br>Eileen Krieb |
| Address<br>Administration Bldg., Eisenhower Park<br>East Meadow, NY 11554 |
| Phone (516) 572-0378<br>Fax 516-572-0227 |

## Routing Slip

**Brian Nugent, Chief Deputy Commissioner** _____ **Date** 3/23/16

**Frank Camerlengo, Dep. Commissioner** _____ **Date** 3/22/16

**Eileen Krieb, CSR** _____ **Date** 3/20/16

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE Approved & Fwd'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| 3/23/16 | Department | *NIFS Entry (Dept)* ☐<br>*NIFS Appvl (Dept. Head)* ☐<br>*Contractor Registered* | 3/23/16 | | |
| | OMB | *NIFS Approval (Contractor Registered)* ☐ | 3/28/16 | | Yes ☐ No ☐ Not required if blanket resolution |
| 3/31/16 | County Attorney | *CA RE & Insurance Verification* ☑ | 3/31/16 | | |
| | County Attorney | *CA Approval as to form* ☐ | | | Yes ☐ No ☐ |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | County Attorney | *NIFS Approval* ☐ | | | |
| | Comptroller | *NIFS Approval* ☐ | | | |
| 4/7/16 | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | 4/7/16 | | |

RECEIVED
2016 APR -8 AM 9:10
NASSAU COUNTY
CLERK

PR5254 (1/06)

Contract ID#: PQPK160000023

Department: Parks, Rec & Museums

# Contract Summary

| |
|---|
| **Description:** Traditional 19th Century Dance Music at Old Bethpage Village Restoration |
| **Purpose:** Traditional 19th Century Dance at Old Bethpage Village Restoration |
| **Method of Procurement:** This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process, therefore this vendor is a Sole Source provider. |
| **Procurement History:** Mary Nagin has been contracted under the County for several years to perform at Old Bethpage Village for special events and for the Annual LI Fair. |
| **Description of General Provisions:** Mary Nagin will provide traditional 19th century dance music at the Old Bethpage Village Restoration special events |
| **Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $3,500.00**<br>Professional Services CONTRACT PROCESSING FEE $160 - copy attached. |
| **Change in Contract from Prior Procurement: n/a** |
| **Recommendation: (approve as submitted)** |

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GRT GEN |
| Control: | PK |
| Resp: gen | 1800 |
| Object: de | 500 |
| Transaction: | 103 |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other GRANT | $5,336.00 |
| TOTAL | $5,336.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | pkgen 1800 dc500 | $5,336.00 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $5,336.00 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

Document Prepared By: K.Kelly Date: 1/20/15

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 4/7/16 |
| Date | Date | (For Office Use Only) E #: |

CQPK16000002

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** Mary Nagin

**2. Dollar amount requiring NIFA approval:** $ 5,336.00

**Amount to be encumbered:** $ 5,336.00

This is a ✓ New Contract ___ Advisement ___ 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:** 3/1/16-12/31/16

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

Mary Nagin will provide traditional 19th century dance music at the Old Bethpage Village Restoration special events providing the public with an authentic 19th century experience they would not find elsewhere in the Long Island area.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

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

CQPK15000015-$3,500.00

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

None

CQPK1600002

## 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.

Roseann Dalle — 3/30/16

Signature Title Date

Print Name

---

## 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

Signature Title Date

Print Name

---

## NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

**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.**

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME:** Mary Nagin

**CONTRACTOR ADDRESS:** [redacted]

**FEDERAL TAX ID #:** [redacted]

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department Head Signature**

3/23/16
**Date**

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

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

**COUNTY OF NASSAU**
**DEPARTMENT OF PARKS, RECREATION & MUSEUMS**
**EISENHOWER PARK - EAST MEADOW, NEW YORK 11554**
**www.nassaucountyny.gov/parks**

March 22, 2016

Service: Personal Services Contract for Mary Nagin

The above mentioned performer will provide professional performances of 19th Century Fiddle accompanied by 19th Century Dulcimer player to play as a duo or as the music for 19th Century Contra Dancing to benefit the residents of Nassau County at Old Bethpage Village Restoration for the 2016 season.

This service is specialized and unique and involves skills that cannot be evaluated through a competitive bidding process. Performers in general cannot be evaluated through a competitive bidding process.

These services cannot be provided by any staff currently employed by the county.

Brian Nugent
Chief Deputy Commissioner

# Exhibit A

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? If yes, to what campaign committee? No

2. 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.

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

Dated: March 24, 2016

Vendor: Mary Nagin

Signed: [signature]

Print Name: Mary D. Nagin

Title: musician

Rev. 12-2015

**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 Mary D. Nagin
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address Same
   City/state/zip Same
   Telephone [redacted]
   Other present address(es) None
   City/state/zip None
   Telephone None. [redacted]
   List of other addresses and telephone numbers attached

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

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

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

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

**CERTIFICATION**

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

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

Sworn to before me this 17th day of March 2016

Notary Public

BARBARA T. SCIOLI
Notary Public, State of New York
No. 01SC6002623
Qualified in Suffolk County
Commission Expires Feb. 9, 2018

Name of submitting business: _____

By: Mary D. Nagin
Print name

Signature

Musician
Title

3/17/16
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: March 11, 2016

1) Proposer's Legal Name: Mary D. Nagin

2) Address of Place of Busines[redacted]

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): Same

Phone:[redacted]

Does the business own or rent its facilities? N/A

4) Dun and Bradstreet number: N/A

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

6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___
Other (Describe) _____

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

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

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. No conflict exists

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. Attached

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company King Manor Museum

Contact Person Nadezhda Williams

Address King Park

City/State Jamaica, NY. (Mailing address) [redacted]

Telephone [redacted]

Fax # N/A

E-Mail Address Contact@kingmanor.org

Company Historic Longstreet Farm

Contact Person Ronnie Grothusen

Address 44 Longstreet Road

City/State Holmdel, NJ 07733

Telephone (732) 946-3758

Fax # N/A

E-Mail Address ronnie.grothusen@co.monmouth.nj.us

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Company East Meadow Public Library

Contact Person Jude Schanzer

Address 1886 Front St., East Meadow, NY. 11554

City/State (East Meadow, NY.)

Telephone (516) 794-2570

Fax # N/A

E-Mail Address jschanzer@eastmeadow.info

**CERTIFICATION**

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

Sworn to before me this 17th day of March 2016

Barbara T. Scioli

Notary Public

BARBARA T. SCIOLI
Notary Public, State of New York
No. 01SC6002623
Qualified in Suffolk County
Commission Expires Feb. 9, 20 18

Mary D Nagin

Name of submitting business

Mary D. Nagin

Print name

Signature

Musician

Title

3/17/16

Date

CQPK16000023



COUNTY OF NASSAU

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

1. Name of the Entity: Mary D. Nagin

Address: [redacted]

City, State and Zip Code: [redacted]

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Self-Employed Individual Other (specify)

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

N/A

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.

N/A

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: 3/11/16

Signed: Mary D. Nagin

Print Name: Mary D. Nagin

Title: Musician

**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.

CQPK16000023



COUNTY OF NASSAU

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

1. Name of the Entity: Mary D. Nagin

Address: [redacted]

City, State and Zip Code: [redacted]

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Self-Employed Individual Other (specify)

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

N/A

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.

N/A

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: 3/11/16

Signed: Mary D. Nagin

Print Name: Mary D. Nagin

Title: Musician

**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.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND MARY NAGIN

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 APR -8 P 6:07

WHEREAS, the County has negotiated a personal services agreement with Mary Nagin, to provide musical performances of traditional 19th century dulcimer music at Old Bethpage Village Restoration special events, 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 authorize the County Executive to execute the said agreement with Mary Nagin.

# CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) [redacted]

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

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

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

1. Term. This Agreement shall commence on March1, 2016 and shall terminate on December 31, 2016, unless sonner terminated as provided herein.

2. Program. The Contractor is hereby retained by the County to provide Traditional 19th Century Dance music performances at the Old Bethpage Village Restoration special events as listed in Appendix "A" (the "Program"). Dates and performances are tentative and are subject to change.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractors as full consideration for the services under this Agreement shall not exceed five thousand three hundred thirty six dollars ($5,336.00). This amount is inclusive of any and all expenses, including, travel. Payment shall be made to the Performer on a weekly basis when the performer submits an invoice for services rendered.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer 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 Performer received notice that the County did not desire to receive such services.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer 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 Peformer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, 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 Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination 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 the County's vendor 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) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

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

(a) The Performer shall, and shall cause Performer 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 Perfomer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer 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 Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer 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 Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performers 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 Performer are responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause Performer 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 Performer and/or a Performer Agent in connection with this Agreement.

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

9. 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.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) 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 Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers 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 Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party'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.

11. Accounting Procedures; Records. The Performer 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 Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the 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.

12. 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 Performer 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 Performer 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 Performer shall allege that the above-described actions and inactions preceded the Performer'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.

13. Work Performance Liability. The Performer are and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

14. 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.

15. 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 Performer 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 Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

16. 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.

17. 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.

18. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the Nassau County Treasurer by the Contractor upon signing this Agreement us.

19. Miscellaneous

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performers own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer.

20. 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 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.

21. 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.

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

**Mary Nagin**

By: _____
Name: Mary D. Nagin
Title: Musician
Date: March 17, 2016

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 17th day of March in the year 2016 before me personally came Mary D. Nagin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the owner of Mary D. Nagin, 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.

Barbara T Scioli

NOTARY PUBLIC

BARBARA T. SCIOLI
Notary Public, State of New York
No. 01SC6002623
Qualified in Suffolk County
Commission Expires Feb. 9, 20 18

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**Mary Nagin**
**Appendix A**

$29.00/hour for 4 hours per day for 46 days

Total: 5,336.00

Dates:

| | |
|---|---|
| April 8 | September 3 |
| April 9 | September 4 |
| May 7 | September 10 |
| May 28 | September 11 |
| May 29 | September 24 |
| June 5 | September 25 |
| June 18 | September 26 |
| June 19 | October 1 |
| June 26 | October 2 |
| July 2 | October 15 |
| July 3 | October 16 |
| July 4 | October 22 |
| July 13 | October 23 |
| July 14 | October 29 |
| July 15 | October 30 |
| July 16 | November 19 |
| July 17 | November 20 |
| August 6 | November 26 |
| August 7 | November 27 |
| August 13 | December 15 |
| August 14 | December 16 |
| August 28 | December 17 |
| August 29 | December 18 |

In the event that any these dates are cancelled for any reason the performer can, with the approval of the Department of Parks, reschedule for a day and time that is convenient for Old Bethpage Village Restoration and the performer.

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

Mary D. Nagin (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Permittee 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, Permittee _____ 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 Permittee, 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 Permittee 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. Permittee 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.

3/17/2016
Dated

Signature of Chief Executive Officer

Mary D. Nagin
Name of Chief Executive Officer

Sworn to before me this
17 day of March, 2016

**Notary Public**

BARBARA T. SCIOLI
Notary Public, State of New York
No. 01SC6002623
Qualified in Suffolk County
Commission Expires Feb. 9, 2018

## 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.

## Mary Nagin - Background

Mary Nagin has had been a performer and teacher of traditional folk music since the 1990s.

Mary started studying classical violin at age 8, and continued through high school, where she also studied music theory for two years. She also studied classical and folk style guitar.

From an early age she was exposed to traditional folk music as it was brought to New York during the late 1930s. In the mid 1990s she was invited by Larry Moser to join the LITMA (Long Island Traditional Music Association) Contradance Orchestra as a fiddler. Through this connection she had the opportunity to study traditional folk fiddling with Liz Knowles (who performed with Riverdance), and Lisa Gutkin (formerly with Whirligig and The Klezmatics).

Subsequently, Mary joined the groups Dance All Night, Fiddlers Green and Rose Tree - performing for dances, concerts and other events at schools, libraries, historical societies, museums and private venues. Mary has performed at historic locations, including the King Manor Museum in Jamaica, NY; Historic Longstreet Farm, Holmdel NJ, the Monmouth County Fair, and The Islip Grange.

In addition to playing and teaching music, Mary is an accomplished artist - drawing and painting, and teaches art to adults and children at the Art League of Long Island (Dix Hills), the Portledge School (Locust Valley), and for grant funded programs for populations such as seniors, and special needs students. Mary also teaches privately.

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 03/28/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 3:21 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 03 2016 MAR 2016
INDEX : PKGEN1800 HOTEL MOTEL PK97
ORGANIZATION :
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | OBJECT | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|---|---|---|---|---|---|---|
| | BF | RENTS & RE | | | 695 | 695 |
| | TX | SPECIAL TA | 2,200,000 | 2,200,000 | | -2,200,000 |
| | | REV TOTAL | 2,200,000 | 2,200,000 | 695 | -2,199,305 |
| | DE | CONTRACTUA | 2,200,000 | 2,200,000 | 681,063 | 1,518,937 |
| | | EXP TOTAL | 2,200,000 | 2,200,000 | 681,063 | 1,518,937 |
| | | REV - EXP | | | -680,368 | -680,368 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/28/2016
LINK TO: VENDOR DETAIL 3:23 PM
ACTIVE
FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR [redacted] MARY NAGIN

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 11/09/2015 | 136P | VDPK15000270 01 | PKGEN1800 | DE500 | | | 11 2015 |
| | 11/09/2015 | *2015-10-1A* | | | | | | -797.50 |
| | 11/17/2015 | 136F | VDPK15000326 01 | PKGEN1800 | DE500 | | | 11 2015 |
| | 11/17/2015 | CONTRACT EXPIRED DISENCUMBER BAL $ 174 | | | | | | -174.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/28/2016
LINK TO: VENDOR DETAIL 3:23 PM
ACTIVE
FISCAL MO/YEAR : 10 2015 OCT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] MARY NAGIN

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 10/26/2015 | 136P | VDPK15000256 01 | PKGEN1800 | DE500 | | | 10 2015 |
| | 09/29/2015 | *2015-9-24* | | | | | | -986.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/28/2016
LINK TO: VENDOR DETAIL 3:23 PM
ACTIVE
FISCAL MO/YEAR : 09 2015 SEPT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] MARY NAGIN

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 09/01/2015 | 136P | VDPK15000158 01 | PKGEN1800 | DE500 | | | 09 2015 |
| | 09/01/2015 | *2015-8-2* | | | | | | -464.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/28/2016
LINK TO: VENDOR DETAIL 3:23 PM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] MARY NAGIN

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 07/13/2015 | 136P | VDPK15000097 01 | PKGEN1800 | DE500 | | | 07 2015 |
| | 06/16/2015 | *2015-6-13* | | | | | | -232.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/28/2016
LINK TO: VENDOR DETAIL 3:23 PM
ACTIVE
FISCAL MO/YEAR : 04 2015 APR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] MARY NAGIN

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 04/06/2015 | 103 | CQPK15000015 01 | PKGEN1800 | DE500 | | | 04 2015 |
| | | TRADITIONAL 19TH CENT DANCE MUSIC OBVR 2015 | | | | | | 3,500.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

[redacted]

MARY D NAGIN

[redacted]

[redacted]

1-32/210 NY
18653

Mar. 17, 2016
Date

Pay to the Order of Nassau County Treasurer $160.00

One hundred sixty and xx/100 Dollars

Security Features Details on Back.

Bank of America

ACH R/T 021000322

Bank of America Advantage®

For Administrative Service Charge for contract

[redacted]

MP

**Contract ID#: CQT16000012**

Department: Traffic & Parking Violations Agency

E-96-16

# Contract Details

**SERVICE: Judicial Hearing Officer**

**NIFS ID #: CQTV16000012** **NIFS Entry Date: 2/6/2016** **Term: from 01/01/16 to 12/31/16**

| | |
|---|---|
| New X Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# _____ | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes X | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes X | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No X |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes X | No ☐ |
| 5) Insurance Required | Yes ☐ | No X |

# Agency Information

| Vendor | |
|---|---|
| Name **Anthony D. Perri** | Vendor ID# [redacted] |
| Address [redacted] | Contact Person |
| | Phone [redacted] |

| County Department | |
|---|---|
| Department Contact **John G. Marks** | |
| Address **16 Cooper Street, Hempstead, NY 11550** | |
| Phone **(516) 572-2654** | |

# Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | | DATE Appvd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)*<br>*NIFS Appvl (Dept. Head)* | ☑<br>☑ | 2/6/16 | John G. Marks | |
| 2/8/16 | OMB | *NIFS Approval* | ☑ | 2/8/16 | William Goetz | Yes☐ No☐ Not required if blanket resolution |
| 2/10/16 | County Attorney | *CA RE & Insurance Verification* | ☑ | 2/11/16 | [illegible] P. [illegible] | |
| 2/11/16 | County Attorney | *CA Approval as to form* | ☑ | 2/11/16 | [illegible] P. [illegible] | |
| | Legislative Affairs | *Fw'd Original Contract to CA* | ☐ | | | |
| | Rules ☐/ Leg. ☐ | | ☐ | | | Yes☐ No☒ |
| 2/11/16 | County Attorney | *NIFS Approval* | ☑ | 2/11/16 | Kaclyn A. [illegible] | |
| | Comptroller | *NIFS Approval* | ☐ | | | |
| | County Executive | *Notarization*<br>*Filed with Clerk of the Leg.* | ☐<br>☐ | | | |
| | Chief Deputy County Executive | | ☐ | | | |
| 3/2/16 | Deputy County Executive | | ☐ | 3/2/16 | [illegible] | |

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 APR 15 A 10:15

PR5254 (1/05)

**Contract ID#: CQT16000012**

Department: Traffic & Parking Violations Agency

# Contract Summary

**Description: Contract for 2016 and encumbrance.**

**Purpose:**
**Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law.**

**Method of Procurement:**
**No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation Contract Amendment. See below for procurement history for original scope of services. For the additional services provided under this amendment: Local Law shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position.**

**Procurement History:**
**Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The original contract was entered into after the Executive Director recommended the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, the appointment is made. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. Contractor has been and still is a sitting Village Court Justice since July 1995.**

**Description of General Provisions:**
**The Contractor shall serve as a JHO as more fully described above.**

**Impact on Funding / Price Analysis: Impact on funding is an additional $24,000.00 for services, as they are rendered pursuant to the contract.**

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

**Recommendation: Approve as Submitted**

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | Gen |
| Control: | TV |
| Resp: | 1000 |
| Object: | DE |
| Transaction: | CQ |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ 24,000.00 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $ 24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | TVGEN1000DE500 | $ 24,000.00 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $ 24,000.00 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**Document Prepared By:** **Irene M. Higgins** **Date:** **Feb. 6, 2016**

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 2/2/16 |
| Date | Date | *(For Office Use Only)* E #: |

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** ANTHONY D. PERRI

**2. Dollar amount requiring NIFA approval:** $ $0.00

**Amount to be encumbered:** $ 24,000.00

This is a ✓ New Contract ___ Advisement ___ 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:** 1/1/2016-12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Services being provided as needed.

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

| | | | |
|---|---|---|---|
| Is the cash available for the full amount of the contract? | ✓ Yes | ___ No | |
| If not, will it require a future borrowing? | ___ Yes | ___ No | |
| Has the County Legislature approved the borrowing? | ✓ Yes | ___ No | ___ N/A |
| Has NIFA approved the borrowing for this contract? | ✓ Yes | ___ No | ___ N/A |

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

Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor also shall render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission.

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

| | | | |
|---|---|---|---|
| Nassau County Attorney as to form | ✓ Yes | ___ No | ___ N/A |
| Nassau County Committee and/or Legislature | ___ Yes | ___ No | ___ N/A |

**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:**

CQTV14000013 - $21,000.00 encumbered in 2015.

## 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.

Roseann B. Allen — 2/10/16

Signature | Title | Date

_____

Print Name

---

## 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

_____

Signature | Title | Date

_____

Print Name

---

## NIFA

Amount being approved by NIFA: _____

_____

Signature | Title | Date

_____

Print Name

**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.**

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND ANTHONY D. PERRI.

WHEREAS, the County has negotiated a personal services agreement with Anthony D. Perri for services as a judicial hearing officer to the Traffic and Parking Violations Agency, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

FAMS453 V4.2 NYS PRODUCTION SYSTEM 02/04/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 2:37 PM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT :
FDIP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | SUBOBJ | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|---|---|---|---|---|---|---|
| | DD406 | BUILDING S | 900 | 900 | | 900 |
| | DD415 | EQUIPMENT | 2,000 | 2,000 | | 2,000 |
| | DD419 | MISCELLANE | 170,670 | 170,670 | 7,900 | 162,770 |
| | DE500 | MISCELLANE | 9,790,890 | 9,790,890 | | 9,790,890 |
| | DE505 | SYSTEMS & | 170,250 | 170,250 | | 170,250 |
| | | EXP TOTAL | 14,119,630 | 14,119,630 | 344,239 | 13,775,391 |
| | | REV - EXP | 47,764,401 | 47,764,401 | 2,920,810 | -44,843,591 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 12:50 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT : E20 DE CONTRACTUAL SERVICES
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | SUBOBJ | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|---|---|---|---|---|---|---|
| | DE500 | MISCELLANE | 9,790,890 | 9,790,890 | | 9,790,890 |
| | DE505 | SYSTEMS & | 170,250 | 170,250 | | 170,250 |
| | | EXP TOTAL | 9,961,140 | 9,961,140 | | 9,961,140 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:03 PM
ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ANTHONY D PERRI

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 12/07/2015 | 136P | VDTV15000266 | 01 TVGEN1000 | DE500 | | | 12 2015 |
| | 12/03/2015 | *JHO PERRI - NOVEMBER 2015* | | | | | | -1,500.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4 2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:03 PM
ACTIVE
FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ANTHONY D PERRI

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 11/10/2015 | 136P | VDTV15000228 01 | TVGEN1000 | DE500 | | | 11 2015 |
| | 11/05/2015 | *JHO PERRI - OCTOBER 2015* | | | | | | -1,800.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:03 PM
ACTIVE
FISCAL MO/YEAR : 10 2015 OCT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ANTHONY D PERRI

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 10/16/2015 | 136P | VDTV15000213 01 | TVGEN1000 | DE500 | | | 10 2015 |
| | 10/09/2015 | *JHO PERRI - SEPTEMBER 2015* | | | | | | -2,550.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:03 PM
ACTIVE
FISCAL MO/YEAR : 09 2015 SEPT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 ANTHONY D PERRI

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 09/28/2015 | 136P | VDTV15000185 | 01 TVGEN1000 | DE500 | | | 09 2015 |
| | 09/08/2015 | *JHO PERRI - AUGUST 2015* | | | | | | -1,500.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6181 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:03 PM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ANTHONY D PERRI

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 08/18/2015 | 136P | VDTV15000158 01 | TVGEN1000 | DE500 | | | 08 2015 |
| | 08/11/2015 | *JHO PERRI - JULY 2015* | | | | | | -2,100.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:03 PM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ANTHONY D PERRI

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 07/15/2015 | 136P | VDTV15000133 01 | TVGEN1000 | DE500 | | | 07 2015 |
| | 07/08/2015 | *JHO PERRI - JUNE 2015* | | | | | | -2,100.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:03 PM
ACTIVE
FISCAL MO/YEAR : 06 2015 JUNE 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ANTHONY D PERRI

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | | DESCRIPTION | | | | | AMOUNT |
| | 06/16/2015 | 136P | VDTV15000105 01 | TVGEN1000 | DE500 | | | 06 2015 |
| | 06/04/2015 | | *JHO PERRI - MAY 2015* | | | | | -1,800.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:03 PM
ACTIVE
FISCAL MO/YEAR : 05 2015 MAY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ANTHONY D PERRI

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 05/21/2015 | 136P | VDTV15000077 01 | TVGEN1000 | DE500 | | | 05 2015 |
| | 05/07/2015 | *JHO PERRI - APRIL 2015* | | | | | | -2,400.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 1:03 PM
ACTIVE
FISCAL MO/YEAR : 04 2015 APR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] ANTHONY D PERRI

| S | POST DATE | T/C | DOCUMENT | INDEX | SUBOBJ | BANK | CHECK NO | PERIOD |
|---|---|---|---|---|---|---|---|---|
| | DUE DATE | DESCRIPTION | | | | | | AMOUNT |
| | 04/02/2015 | 107 | CLTV15000016 | 01 TVGEN1000 | DE500 | | | 04 2015 |
| | | AMENDMENT TO RENEW, SERVICE CHANGE & ENCUMBER FD | | | | | | 21,000.00 |
| | 04/27/2015 | 136P | VDTV15000048 | 01 TVGEN1000 | DE500 | | | 04 2015 |
| | 04/17/2015 | *JHO PERRI - JANUARY 2015* | | | | | | -1,500.00 |
| | 04/27/2015 | 136P | VDTV15000053 | 01 TVGEN1000 | DE500 | | | 04 2015 |
| | 04/17/2015 | *JHO PERRI - FEBRUARY 2015* | | | | | | -900.00 |
| | 04/27/2015 | 136P | VDTV15000059 | 01 TVGEN1000 | DE500 | | | 04 2015 |
| | 04/17/2015 | *JHO PERRI - MARCH 2015* | | | | | | -1,800.00 |

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

# *INTER-DEPARTMENTAL MEMO*

**TO:** Deborah O'Connell
Treasurer, CSEA

**FROM:** John G. Marks
Executive Director

**DATE:** January 29, 2016

**SUBJECT:** SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Judge Anthony D. Perri possesses those special skills enumerated in Section 1690 of the VTL that qualify him to be appointed without the competitive bidding process. Judge Perri has been providing this service for us since July 2009 and has been efficient and more than competent in reducing our case load and determining cases.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

# *INTER-DEPARTMENTAL MEMO*

**TO:** George Maragos
Nassau County Comptroller

**FROM:** John G. Marks
Executive Director, TPVA

**DATE:** January 29, 2016

**SUBJECT:** Compliance with Comptroller Approval Form for Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Judge Anthony D. Perri possesses those specific requirements enumerated in Section 1690 of the VTL that qualify him to be appointed without the competitive bidding process.

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME:** ANTHONY D. PERRRI

**CONTRACTORADDRESS:** [redacted]

**FEDERAL TAX ID #:** [redacted]

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department Head Signature**

2/7/16

**Date**

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

COUNTY OF NASSAU

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

1. Name of the Entity: Anthony D. Peeri

Address: [redacted]

City, State and Zip Code: [redacted]

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Sole Proprietorship Other (specify)

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

Now

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.

None

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

NONE

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

None

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

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

Dated: 1/5/2016

Signed: Anthony D Perri

Print Name: Anthony D Perri

Title: JHO

**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.

# CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 5, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Anthony D. Perri, having his principal office at [redacted] (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for a one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

a. determine all questions of law;
b. act as the exclusive trier of all issues of fact
c. render a verdict;
d. impose sentence; or
e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the rate of Three Hundred and Fifty Dollars ($350.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Seventy Five Dollars ($175.00) for a half-day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Seventy Five Dollars ($175.00) for weekday night session from 5:15 p.m. to 8:00 p.m. or such other amount as may be provided by amendment and in no event shall exceed Twenty Four Thousand dollars ($24,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

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

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

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

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, 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, as attached, and the County's vendor 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 and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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 provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agenc

(c) 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. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) 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.

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

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

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

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

11. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

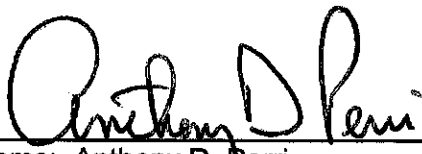
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(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 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.

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

**ANTHONY D. PERRI**

By: 
Name: Anthony D. Perri
Title: Judicial Hearing Officer
Date: 11/5/10

**NASSAU COUNTY**

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

PLEASE EXECUTE IN BLUE INK

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

On the 5th day of JANUARY in the year 2016 before me personally came Anthony B. Perri to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the individual described herein and which executed the above instrument.

JACKLYN ANNE MARGOSIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6233664
Qualified in Suffolk County
My Commission Expires 1-3-19

NOTARY PUBLIC

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC

Judge Perri

**Exhibit A**

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? If yes, to what campaign committee?

None

2. 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.

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

Dated: 3/29/16

Vendor: Anthony D. Perri

Signed: Anthony D Perri

Print Name: Anthony D. Perri

Title: Hearing Officer

# Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

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

N/A

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

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

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

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

Dated: 3/29/16

Signed: Anthony D. Perri

Print Name: Anthony D. Perri

Title: Hearing Officer

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Anthony D. Perri Esq
   Date of birth [redacted]
   Home address _____
   City/state/zip _____
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

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

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.

New York No Fault Arbitration LLC
1/2 owner
366 N. Broadway
Jericho, NY 10753

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 X 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 X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X 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 X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation.

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

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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
ANTHONY R. PERRI, ESQ
NASSAU COUNTY A.D. A

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. NO CONFLICT EXISTS

**CERTIFICATION**

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

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

Sworn to before me this 6th day of April 2016

Nicole Mastrandrea

Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

Name of submitting business

Anthony D. Perri, Esq

Print name

Anthony D Perri

Signature

Title

04/05/2016

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: 4/6/16

1) Proposer's Legal Name: Anthony D. Perri, Esq

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : [redacted]

Does the business own or rent its facilities? NO

4) Dun and Bradstreet number: NA

5) Federal I.D. Number: NA

6) The proposer is a (check one): X Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe)

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

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

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

Iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

---

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

**CERTIFICATION**

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

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

Sworn to before me this 6th day of April 2016

Nicole Mastrandrea
Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

Name of submitting business: _____

By: Anthony D. Perri
Print name

Signature

Title

4 / 6 / 2016
Date

**Contract ID#: CQTV16000005**

Department: Traffic & Parking Violations Agency

E-97-16

# Contract Details

**SERVICE: Judicial Hearing Officer**

**NIFS ID #: CQTV16000005** **NIFS Entry Date: 2/3/2016** **Term: 01/01/16 to 12/31/16**

| | |
|---|---|
| New X Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes X | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes X | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes X | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes X | No ☐ |
| 5) Insurance Required | Yes ☐ | No X |

# Agency Information

| Vendor | |
|---|---|
| Name<br>**Zelda Jonas** | Vendor ID#<br>[redacted] |
| Address<br>[redacted] | Contact Person<br><br>Phone<br>[redacted] |

| County Department | |
|---|---|
| Department Contact<br>**John G. Marks** | |
| Address<br>16 Cooper Street, Hempstead, NY 11550 | |
| Phone<br>516-572-2654 | |

# Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE Appv'd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☑<br>*NIFS Appvl (Dept. Head)* ☑ | 2/3/16 | John G Marks | |
| 2/8/16 | OMB | *NIFS Approval* ☑ | 2/8/16 | William Gotte | Yes ☐ No ☐<br>Not required if blanket resolution |
| 2/10/16 | County Attorney | *CA RE & Insurance Verification* ☑ | 2/11/16 | [illegible] | |
| 2/11/16 | County Attorney | *CA Approval as to form* ☑ | 2/11/16 | [illegible] | |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | Rules ☐/ Leg. ☐ | ☐ | | | Yes ☐ No ☒ |
| 2/11/16 | County Attorney | *NIFS Approval* ☑ | 2/11/16 | [illegible] | |
| | Comptroller | *NIFS Approval* ☐ | | | |
| | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | | | |
| | Chief Dep.Cty.Exec. | ☐ | | | |
| 3/1/16 | Deputy County Exec. | ☐ | 3/1/16 | [illegible] | |

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5254 (1/05)

**Contract ID#: CQTV16000005**

Department: Traffic & Parking Violations Agency

# Contract Summary

**Description: Contract for services for 2016 and encumbrance.**

**Purpose:**
Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law

**Method of Procurement:**
No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation Contract Amendment. See below for procurement history for original scope of services. For the additional services provided under this amendment: Local Law shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position.

**Procurement History:**
Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The original contract was entered into after the Executive Director recommended the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, the appointment is made. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. Contractor has served as Nassau County District Court Judge from 1985 – 1990, as a County Court Judge from 1991 through 1998 and as a Supreme Court Justice from 1992 - 2006.

**Description of General Provisions:**
The Contractor shall serve as a JHO as more fully described above.

**Impact on Funding / Price Analysis:**
Impact on funding is a maximum of $24,000.00 for services, as they are rendered pursuant to the contract.

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

**Recommendation: Approve as Submitted.**

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | Gen |
| Control: | TV |
| Resp: | 1000 |
| Object: | DE |
| Transaction: | CQ |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ 24,000.00 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $24,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | TVGEN1000DE500 | $24,000.00 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $24,000.00 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**Document Prepared By:** Irene M. Higgins **Date:** Feb. 3, 2016

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 3/2/16 |
| Date | Date | *(For Office Use Only)* E #: |

PR5254 (1/05)

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND ZELDA JONAS.

WHEREAS, the County has negotiated a personal services agreement with Zelda Jonas for services as a judicial hearing officer to the Traffic and Parking Violations Agency, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** ZELDA JONAS

**2. Dollar amount requiring NIFA approval: $** $0.00

**Amount to be encumbered: $** 24,000.00

This is a ___ New Contract ___ Advisement ✓ 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:** 1/1/2016-12/31/2016

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Services being provided as needed in the courtroom.

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

| | | | |
|---|---|---|---|
| Is the cash available for the full amount of the contract? | ✓ Yes | ___ No | |
| If not, will it require a future borrowing? | ___ Yes | ___ No | |
| Has the County Legislature approved the borrowing? | ✓ Yes | ___ No | ___ N/A |
| Has NIFA approved the borrowing for this contract? | ✓ Yes | ___ No | ___ N/A |

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

Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor also shall render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission.

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

| | | | |
|---|---|---|---|
| Nassau County Attorney as to form | ✓ Yes | ___ No | ___ N/A |
| Nassau County Committee and/or Legislature | ___ Yes | ___ No | ___ N/A |

**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:**

CQTV14000006 - $20,000.00 encumbered in 2015.

## 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.

Roseann Kellen — 2/10/16

Signature | Title | Date

Print Name

---

## 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

Signature | Title | Date

Print Name

---

## NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

Print Name

**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.**

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

# *INTER-DEPARTMENTAL MEMO*

**TO:** Deborah O'Connell,
Treasurer, CSEA

**FROM:** John G. Marks,
Executive Director

**DATE:** January 29, 2016

**SUBJECT:** SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Judge Zelda Jonas possesses special skills that qualify her to be appointed without the competitive bidding process.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

# *INTER-DEPARTMENTAL MEMO*

**TO:** George Maragos
Nassau County Comptroller

**FROM:** John G. Marks
Executive Director

**DATE:** January 29, 2016

**SUBJECT:** Compliance with Comptroller Approval Form for Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Judge Zelda Jonas possesses special skills that qualify her to be appointed without the competitive bidding process. Judge Jonas has been providing this service for us since February 2009 and is efficient and more than competent in her ability to reduce our case load and to determine cases.

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME:** ZELDA JONAS

**CONTRACTORADDRESS:** [redacted]

**FEDERAL TAX ID #:** [redacted]

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department Head Signature**

2/2/16

**Date**

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

COUNTY OF NASSAU

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

1. Name of the Entity: Zelda Jonas

Address: [redacted]

City, State and Zip Code: [redacted]

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Independent Contractor ✓ Other (specify)

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

N/A

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.

N/A

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

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

N/A.

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

N/A

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

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

Dated: 12/31/15

Signed: Zelda Jonas

Print Name: Zelda Jonas

Title: T.H.C.

**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.

# CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of December 31, 2015 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Zelda Jonas, having her principal office at [redacted], (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor 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;

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

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

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for a one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

a. determine all questions of law;
b. act as the exclusive trier of all issues of fact
c. render a verdict;
d. impose sentence; or
e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the rate of Three Hundred and Fifty Dollars ($350.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Seventy Five Dollars ($175.00) for a half-day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Seventy Five Dollars ($175.00) for weekday night session from 5:15 p.m. to 8:00 p.m. or such other amount as may be provided by amendment and in no event shall exceed Twenty Four Thousand dollars ($24,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

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

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

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

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or

contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, 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, as attached, and the County's vendor 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 and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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 provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agenc

(c) 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. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) 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.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the

failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

11. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. 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 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.

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

**ZELDA JONAS**

By: _____
Name: Zelda Jonas
Title: Judicial Hearing Officer
Date: 12/31/15

**NASSAU COUNTY**

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

PLEASE EXECUTE IN BLUE INK

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

On the 31st day of December in the year 2015 before me personally came Zelda Jonas to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the individual described herein and which executed the above instrument.

Nicole Mastrandrea
NOTARY PUBLIC

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC

Judge Jones

# Exhibit A

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? If yes, to what campaign committee?

NONE

2. 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.

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

Dated: 4/11/16

Vendor: Nassau Co. Traffic & Parking Violations Agency

Signed: Zelda Jonas

Print Name: Zelda Jonas

Title: Judicial Hearing Officer

Rev. 3-2016

# Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

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

Not Applicable

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

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

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

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

Dated: 4/11/16

Signed: Zelda Jones

Print Name: Zelda Jones

Title: Judicial Hearing Officer

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name ZELDA JONAS
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) Not Applicable
   City/state/zip Not Applicable
   Telephone Not Applicable
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President X / X / X Treasurer X / X / X
   Chairman of Board X / X / X Shareholder X / X / X
   Chief Exec. Officer X / X / X Secretary X / X / X
   Chief Financial Officer X / X / X Partner X / X / X
   Vice President X / X / ____ ____ X / X / X
   (Other) Judicial Hearings Officer

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓
   If Yes, provide details.

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes; provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ✓ If Yes, provide details for each such year.

**CERTIFICATION**

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

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

Sworn to before me this day of April 2014

Nicole M Mastrandrea
Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

N.C. District Ct. Traffic & Parking Violations Agency
Name of submitting business

Zelda Jones
Print name

Zelda Jones
Signature

Judicial Hearing Officer
Title

4 / 11 / 2014
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: April 11, 2016

1) Proposer's Legal Name: Zelda Jonas

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): Not Applicable

Phone : [redacted]

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: Not Applicable

5) Federal I.D. Number: Not Applicable

6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

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

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. No Conflict Exists

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

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business. LICENED to PRACTICE LAW SINCE 1953.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. JUSTICE OF THE Supreme Court, N.Y. State, App. Div. 2nd Dept. - RETIRED

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 Administrative Judge - Sup. Ct. - NASSAU Co.

Contact Person Hon. Thomas Adams

Address 100 Supreme Ct. Drive

City/State Mineola, N.Y.

Telephone 516-493-3400

Fax # —

E-Mail Address —

Company NASSAU County District Ct. Traffic Parking Violations Agency

Contact Person Hon. John MARKS.

Address 16 Cooper Street

City/State Hempstead, New York - 11550

Telephone 572-2120

Fax # 572 - 1794.

E-Mail Address

---

Company N.Y. State Supreme Ct - NASSAU County.

Contact Person Hon. Jeffrey Brown

Address 100 Courthouse Drive

City/State Mineola, New York.

Telephone 516 - 493 - 3400

Fax #

E-Mail Address

**CERTIFICATION**

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

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

Sworn to before me this 11 day of April 2016

Nicole Mastrandrea
Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

Name of submitting business: NASSAU CO. District Court - Traffic + Parking Violations Agency

By: Zelda JONAS
Print name

Zelda Jonas
Signature

Judicial Hearing Officer
Title

4 / 11 / 16
Date

CLPW16000003

Contract ID#: **H67100-07C**

Department: **Public Works**

E-98-16

# CF (Capital)

CF

## Contract Details

NIFS ID #: CFPW120000013 NIFS Entry Date: 1/21/15 SERVICE: **Design Agreement** Term: from Execution to 7/25/2016

| | |
|---|---|
| New ☐ Renewal ☐ | |
| Amendment | ☒ |
| Time Extension | ☒ |
| Addl. Funds | ☐ |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes ☐ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No ☐ |
| 5) Insurance Required | Yes ☐ | No ☐ |

## Agency Information

| Vendor | |
|---|---|
| Name<br>**Municipal Testing Laboratory, Inc.** | Vendor ID#<br>**11-1984867** |
| Address<br>**375 Rabro Drive, Hauppauge, NY, 11788** | Contact Person<br>**John Hicks** |
| | Phone<br>**(631)-761-5555** |

| County Department |
|---|
| Department Contact<br>**Donna Boyle** |
| Address<br>**1194 Prospect Avenue, Westbury, NY 11590** |
| Phone<br>**571-6817** |

## Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE Appv'd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ | 2/16/16 | | |
| | DPW (Capital Only) | ***CF Capital Fund Approval*** ☐ | 2/16/16 | | |
| | OMB | *NIFS Approval* ☐ | 2/23/16 | | Yes ☒ No ☐ Not required if Blanket Res. |
| 2/25/16 | County Attorney | *CA RE & Insurance Verification* ☑ | 2/25/16 | | |
| 2/25/16 | County Attorney | *CA Approval as to form* ☑ | 2/25/16 | | Yes ☒ No ☐ |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | Rules ☐/ Leg. ☐ | ☐ | | | |
| | County Attorney | *NIFS Approval* ☐ | | | |
| | Comptroller | *NIFS Approval* ☐ | | | |
| 3/10/16 | County Executive | *Notarization* ☐ *Filed with Clerk of the Leg.* ☐ | 3/10/16 | | |

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
APR 18 2016
9:44

Contract ID#: **H67100-07C** Department: **Public Works**

# Contract Summary

| |
|---|
| **Description: :** **Amendment 2 to On-Call Staffing Agreement for DPW laboratory staffing support** |
| **Purpose:**<br>**Extend existing agreement for professional engineering services firm to provide on-call Asphalt and Concrete Plant Inspections as well as Material tests to ensure all construction contract specifications are adhered to.** |
| **Method of Procurement:**<br>**Standard Nassau County procedures for retaining professional engineering services.** |
| **Procurement History:**<br>**A RFP for a new agreement was issued since the term limit of this agreement was approaching. 3 firms submitted responses to the RFP, these response were evaluated and that agreement is processing, however the department is required to support the construction projects. The department is requesting an additional 6 month extension of the current agreement so the work may be performed while the revised RFP agreement is processed.** |
| **Description of General Provisions:**<br>**Standard Nassau County Agreement format utilized, for original agreement. Amendment #2 extends original agreement terms for an additional 6 months** |
| **Impact on Funding / Price Analysis:**<br>**Construction Project funding is included in the Capital Plan under the appropriate Capital project number. Selected firm was determined to be the best value for the County.** |
| **Change in Contract from Prior Procurement:**<br>**Not Applicable** |
| **Recommendation: (approve as submitted)**<br>**Approve as submitted** |

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | CAP |
| Control: | 61 |
| Resp: | 587 |
| Object: | 00002 |
| Transaction: | CL |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ |
| Federal | $ |
| State | $ |
| Capital | $ 0.01 |
| Other | $ |
| TOTAL | $ 0.01 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | PWCAPCAP/61587/00002 | $ 0.01 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $ 0.01 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**Document Prepared By:** **Donna Boyle** **Date:** **3-July-15**

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 3/15/16 |
| Date | Date | *(For Office Use Only)* E #: |

RULES RESOLUTION NO. – 2016

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 PUBLIC WORKS AND MUNICIPAL TESTING LABORATORY, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Municipal Testing Laboratory, Inc. for inspection and materials testing 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 authorize the County Executive to execute the said amendment to an agreement with Municipal Testing Laboratory, Inc.

**AMENDMENT NO. 2**

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury New York 11590 (the "Department"), and (ii) Municipal Testing Laboratory, Inc., 375 Rabro Drive, Hauppauge, NY, 11788 ( the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H67100-07C between the County and the Firm, executed on behalf of the County on July 25, 2012, as amended by amendment one (1), executed on behalf of the County on (the "Original Agreement"), the scope of Services of the original Agreement included, such services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Appendix A Detailed Scope of Services");

WHEREAS, the term of the Original Agreement as extended by the amendments was January 25, 2016 ("Agreement Term");

WHEREAS, the County desires to amend the Agreement Term; and

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

1. Amended Term. The Agreement Term is amended and will terminate on July 25, 2016 ("Amended Term").

2. Payment. The Firm shall be paid for services rendered pursuant to the Original Agreement, as amended by this Amendment, in calendar year 2016 at the same rates described in Appendix B of the Original Agreement for calendar year 2014.

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 term 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.

Municipal Testing Laboratory, Inc.,

By: _____
Name: John Zucchi
Title: VP Operations
Date: 1-6-14

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 6 day of January in the year 2016 before me personally came John Zucchi to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the VP Operations of Municipal Testing Lab., 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

KATHLEEN K. NERI
#01NE5087243
MY COMMISSION EXPIRES 10/27/17

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

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Shila Shah-Gavnoudias, Commissioner

**FROM:** Rakhal Maitra, Deputy Commissioner

**DATE:** January 13, 2016

**SUBJECT:** On-Call Staffing Support for DPW Lab
Various Capital Projects
Agreement H67100-07C

These services are required to provide certified laboratory staff for specialized testing to ensure contractor supplied materials conform to contract specifications. The County must perform the required testing to be eligible to receive the reimbursement of funding for those projects that are eligible.

We are requesting authorization to extend for six (6) months the Department's Agreement Number H67100-07C with Materials Testing Laboratory, Inc. to supply the engineering services required for completion of the above referenced projects work.

If you approve of this extension, please sign below and we will proceed accordingly.

Rakhal Maitra
Deputy Commissioner

RM:pl

c: Rakhal Maitra, Deputy Commissioner
Donna Boyle, Civil Engineer III

APPROVED:

Shila Shah-Gavnoudias 1/14/16
Shila Shah-Gavnoudias Date
Commissioner

DISAPPROVED:

Shila Shah-Gavnoudias Date
Commissioner

K:\Support Staff\Author\Boyle, Donna\DB on call staffing dpw various capital projects.doc

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME:** Materials Testing Laboratory, Inc.

**CONTRACTOR ADDRESS:** 375 Rabro Drive, Hauppauge, NY

**FEDERAL TAX ID #:** 11-1984867

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____[date]. Potential proposers were made aware of the availability of the RFP by [newspaper advertisement, posting on website, mailing, etc.] _____[#] of potential proposers requested copies of the RFP. Proposals were due on _____[date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____[list members]. The proposals were scored and ranked. As a result of the scoring and ranking(attached), the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on July 25, 2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after selection of firm based on response of firm to standard RFP process, [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department Head Signature**

2/16/16
**Date**

***NOTE:*** ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***
*Compt. form Pers./Prof. Services Contracts: Rev. 09/15*

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? If yes, to what campaign committee?

NONE

2. 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.

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

Vendor: MUNICIPAL TESTING LABORATORY, INC.

Dated: 3-30-16

Signed:

Print Name: STEVEN JAYCOX

Title: PRESIDENT

COUNTY OF NASSAU

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

1. Name of the Entity: MUNICIPAL TESTING LAB., INC.

Address: 375 RABRO DRIVE,

City, State and Zip Code: HAUPPAUGE, NY 11788

2. Entity's Vendor Identification Number: 11-1984867

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp CORPORATION Other (specify)

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

STEVEN JAYCOX

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

STEVEN JAYCOX

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

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

NONE

---

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

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

Dated: 01/11/2016

Signed: _____

Print Name: JOHN ZUCCHI

Title: OPERATIONS 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.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

---

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

NONE

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

NONE

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

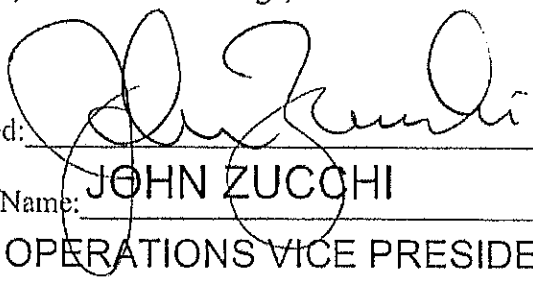
NONE

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

NONE

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

Dated: 01/11/2016

Signed: 

Print Name: JOHN ZUCCHI

Title: OPERATIONS 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.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JOHN ZUCCHI — 01/11/2016

Name and Title of Authorized Representative — m/d/yy

Signature — 01/11/2016 Date

MUNICIPAL TESTING LAB., INC.

Name of Organization

375 RABRO DRIVE, HAUPPAUGE, NY 11788

Address of Organization

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 01/11/2016

1) Bidder's/Proposer's Legal Name: MUNICIPAL TESTING LAB., INC.

2) Address of Place of Business: 375 RABRO DRIVE, HAUPPAUGE, NY 11788

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : (631)761-5555

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number:

5) Federal I.D. Number: 11-1984867

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe)

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No √ If Yes, provide details.

10) Has the bidder/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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

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? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

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

b) Please describe 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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

   Company SLATTERY SKANSKA

   Contact Person TOM TYLER

   Address 75 MAIDEN LANE,

   City/State NEW YORK, NY

   Telephone (212)298-5748

   Fax # _____

   E-Mail Address thomas.tyler@skanska.com

Company JUDLAU CONTRACTING, INC.

Contact Person TODD MACE

Address 26-15 ULMER ST.,

City/State COLLEGE POINT, NY

Telephone (718)554-2320

Fax # (718)321-8026

E-Mail Address tmace@judlau.com

Company NYC CUNY

Contact Person VINCENT DEMAIO

Address 555 WEST 57TH ST.,

City/State NEW YORK, NY

Telephone (212)541-1017

Fax # (212)541-0496

E-Mail Address vincent.demaio@cuny.edu

**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 11 day of January 2016

Kathleen K. Neri

KATHLEEN K. NERI
#01NE5087243
MY COMMISSION EXPIRES 10/27/17

Notary Public

Name of submitting business: MUNICIPAL TESTING LAB., INC.

By: JOHN ZUCCHI
Print name

Signature

OVP
Title

01 / 11 / 2016
Date

BHF (02/2016)

## Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

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

Date: 02-09-16

1) Bidder's/Proposer's Legal Name: MUNICIPAL TESTING LABORATORY, INC.

2) Address of Place of Business: 375 RABRO DRIVE, HAUPPAUGE, NY 11788

List all other business addresses used within last five years:

3) Mailing Address (if different): P.O. Box 14124, HAUPPAUGE, NY 11788

Phone: 631 761-5555

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 012730800

5) Federal I.D. Number: 11-1984867

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes X No ___ If Yes, please provide details: See attached sheet

8) Does this business control one or more other businesses? Yes ___ No X 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 X No ___ If Yes, provide details. See attached sheet

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X 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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

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? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. 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 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 bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. See attached sheet

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company SLATTERY SKANSKA

Contact Person Tom TYLER

Address 75 MAIDEN LANE

City/State NEW YORK, NY

Telephone 212 298 5748

Fax #

E-Mail Address thomas.tyler@skanska.com

BHF

ANSWERS TO QUESTIONS

7) SHARED SPACE (see 9) below).

9) AFFILIATES

AFFILIATE RELATIONSHIPS/SHARED FACILITY

of Municipal Testing Laboratory, Inc. EIN:111984867

| Affiliate Name | Affiliate EIN | Affiliate Primary Business Activity | Relationship of Affiliate |
|---|---|---|---|
| Municipal Testing Corp. | 113232354 | Consulting & Training | 100% Owned by Steven Jaycox |
| Municipal Testing Laboratory of Florida, Inc. | 650863976 | Engineering & Testing | 100% Owned by Steven Jaycox |
| ZNK Futures, LLC | 113628994 | Consulting/Real Estate Holding | 100% Owned by M.T.L., Inc. |
| Municipal Testing & Inspection Laboratories, Inc. | 112359174 | Code Inspection Agency | 100% Owned by Steven Jaycox |
| M.T.L., Inc. | 113167793 | Consulting | 100% Owned by Steven Jaycox |

A.

i) Company formed on 10/31/1961 in New York,

ii) Corporate listing of Ownership;

| NAME | ADDRESS | POSITION | PERCENTAGE |
|---|---|---|---|
| M.T.L., Inc. | 375 Rabro Drive, 11788 | Owner | 100% |
| Steven Jaycox | 375 Rabro Drive, 11788 | President | 0%, 100% of M.T.L.,Inc. |

iii) Corporate Officers;

| NAME | ADDRESS | POSITION |
|---|---|---|
| Steven Jaycox | 375 Rabro Drive, 11788 | President/CEO/TREASURY/SEC |

iv) State of Incorporation is New York,

v) Number of employees is 97 for 2015,

vi) Annual revenue for 2015 is $[redacted]

BHF

ANSWERS TO QUESTIONS

vii) Accredited to ISO/EN17020-12, Licensed in NYC as Concrete Laboratory #19; Licensed as Special Inspection Agency for NYC #230, Accredited Nationally by The American Association of State Highway Transportation Officials-AMRL Division to R18, E329, C1077, C1093, D3666, D3740 Quality Management Systems.

viii) Licenses/Permits; None required.

B. Business operating for 55 years.

C. Additional Information about Company –See Proposal/RFP submittial.

Company JUDLAV CONTRACTING, INC.

Contact Person TODD MACE

Address 26-15 ULMER ST.

City/State College Point, NY

Telephone 718-554-2320

Fax # 718-321-8026

E-Mail Address tmace@judlav.com

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Company NYC CUNY

Contact Person VINCENT DEMAIO

Address 555 WEST 57th STREET

City/State NEW YORK, NY

Telephone 212-541-1017

Fax # 212-541-0496

E-Mail Address vincent.demaio@cuny.edu

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

BHF (02/2016)

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 9 day of February 2016

Kathleen Kilgeri
Notary Public

KATHLEEN K. NERI
#01NE5087243
MY COMMISSION EXPIRES 10/27/17

Name of submitting business: MUNICIPAL TESTING LABORATORY, INC.

By: STEVEN JAYCOX Print name

Signature

PRESIDENT
Title

02/09/2016 Date

PQF (02/2016)

## 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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name STEVEN JAYCOX
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 375 RABRO DRIVE
   City/state/zip HAUPPAUGE, NEW YORK 11788
   Telephone 631-761-5555
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 12/31/99 Treasurer 04/01/92
   Chairman of Board 12/31/99 Shareholder 12/31/99
   Chief Exec. Officer 12/31/99 Secretary 12/31/99
   Chief Financial Officer 01/01/92 Partner ___/___/___
   Vice President 04/01/92 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. Own 100% of Parent Company,

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? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details.
   See Attached

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? NO X YES ___ If Yes, provide details.

PQF

ANSWERS TO QUESTIONS (ADDITION INFO)

5. Ownership of other businesses;

| Affiliate Name | Affiliate EIN | Affiliate Primary Business Activity | Relationship of Affiliate |
|---|---|---|---|
| Municipal Testing Corp. | 113232354 | Consulting & Training | 100% Owned by Steven Jaycox |
| Municipal Testing Laboratory of Florida, Inc. | 650863976 | Engineering & Testing | 100% Owned by Steven Jaycox |
| ZNK Futures, LLC | 113628994 | Consulting/Real Estate Holding | 100% Owned by M.T.L., Inc. |
| Municipal Testing & Inspection Laboratories, Inc. | 112359174 | Code Inspection Agency | 100% Owned by Steven Jaycox |
| M.T.L., Inc. | 113167793 | Consulting | 100% Owned by Steven Jaycox |

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? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ___ YES X If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

**CERTIFICATION**

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

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

Sworn to before me this 9 day of February 2016

Kathleen K. Neri

KATHLEEN K. NERI
#01NE5087243
MY COMMISSION EXPIRES 10/27/17

Notary Public

MUNICIPAL TESTING LABORATORY, INC.

Name of submitting business

STEVEN JAYCOX

Print name

Signature

PRESIDENT

Title

02/09/2016

Date

United States Department of the Interior
U.S. Fish and Wildlife Service

# National Wildlife Refuge System General Special Use Application and Permit

OMB Control Number 1018-0102
Expiration Date: 06/30/2014

Name of Refuge: Long Island NWR Complex

Address: 340 Smith Road

Attn: (Refuge Official): Michelle Potter, Refuge Manager

Phone #: 631-286-0485 E-mail: michelle_potter@fws.gov

## Application

(To be filled out by applicant. Note: Not all information is required for each use. See instructions at the end of the notice.)

1) (●) New ( ) Renewal ( ) Modification ( ) Other _____

## Applicant Information

2) Full Name: Shila Shah-Gavnoudias, P.E., Commissioner

3) Organization: Nassau County Department of Public Works

4) Address: 1194 Prospect Avenue

5) City/State/Zip: Westbury, NY 11590-2723

6) Phone #: _____

7) Fax #: _____

8) E-mail: _____

9) Assistants/Subcontractors/Subpermittees: (List full names, addresses and phone #'s and specifically describe services provided if subcontractors are used.)

This permit is requested by the consulting firm of Lockwood, Kessler & Bartlett, Inc., 1 Aerial Way, Syosset, NY (phone 516-938-0600) representing Nassau County Dept. of Public Works for the planning/design of this seawall replacement project.

## Activity Information

10) Activity type: ( ) Event ( ) Wood Cutting ( ) Group Visit ( ) Cabin/Subsistence Cabin ( ) Educational Activity
(●) Other Temporary Access for Seawall Improvements - Station 46+60 to Bayville Bridge (station 100+80)

11) Describe Activity: (Specifically identify timing, frequency, and how the event is expected to proceed.)

Permittee will install a turbidity curtain on a portion of Oyster Bay NWR to facilitate reconstruction of 4285'+/- of deteriorating seawall along West Shore Road. The permittee and all associated contractors shall follow project plans from a submission package to USACOE dated 6/30/2015 and titled "Improvements to W.Shore Rd Seawall, Mill Neck H6179AE (North Phase)".

The proposed steel sheeting and excavation is landward of MHW line and will be constructed in-kind with the original seawall using different materials. The project includes other work on the seawall that is more than 2' above MHW and outside of the jurisdiction of the Refuge.

12) Activity/site occupancy timeline: (Specifically identify beginning and ending dates, site occupation timeline, hours, clean-up and other major events.)

The North Phase work is the final phase of a three phase project. Construction of the first phase was completed in 2014, the second phase (i.e., "South Phase and South Phase/North Annex") was completed in 2015. The third and last phase (i.e., North Phase) is scheduled for the fall of 2016.

Temporary access to refuge lands adjacent to the seawall along W.Shore Rd is required for construction purposes only. Once the work zone is enclosed by a turbidity curtain, existing gabions and other seawall materials will be removed, resulting voids backfilled, and the beach grade reestablished.

(Depending on the activity for which you are requesting a permit, we may ask you for the following activity information. Please contact the specific refuge where the activity is being conducted to determine what activity information is required.)

13) Expected number of participants:

Children _____ Adults _____ Total _____

14) Grade level of educational group:

Grade _____ ◉ N/A

15) Will staff time/assistance be required?

◯ Yes ◯ No ◉ N/A

16a) Plan of Operation required? ◯ Yes ◯ No ◯ N/A

16b) Plan of Operation attached? ◯ Yes ◯ No

17) Location: (Specifically identify location; GPS location preferred.)

Southwest boundary of Oyster Bay NWR that occurs between from 2000' North of Cleft Road (N 40degrees 53' 14.9" N, 73degrees 32' 53.8" W ) and the Bayville Bridge (40 degrees 54' 06.7" N, 73 degrees 32' 55.30" W)

18a) Is map of location(s) required?

◉ Yes ◯ No ◯ N/A

18b) Is map of location(s) attached?

◉ Yes ◯ No

## Insurance Coverage/Certifications/Permits

19a) Is insurance required?

◯ Yes ◯ No ◉ N/A

19b) Insurance: (Provided carrier, type and policy number)

_____

20) Other licenses/certifications/permits required: (Specifically identify licenses, certifications, and permits.)

1. NYSDEC Tidal Wetlands #1-2824-02569/00004;
2. NYSDEC Water Quality Certification #1-2824-02569/00006;
3) NYSDEC Excavation&Fill in Navigable Waters #1-2824-02569/00005
4) USACE Section 404 Clean Water Act

## Logistics and Transportation

21) Does activity require personnel to stay overnight onsite? ◯ Yes ◉ No

22) Personnel involved:

Nassau County DPW staff and contractors' work forces

23) Specifically describe all equipment/gear and materials used:

Initial excavation work requires use of tracked skid steer on Refuge beach areas in addition to heavy equipment (crane/loader) positioned landward of the seawall.

24) Transportation description(s) and license number(s) to access refuge(s): (Provide description of and specific auto license/boat/plane registration number(s).)

25) Specifically describe onsite work and/or living accommodations:

26) Specifically describe onsite hazardous material storage or other onsite material storage space:

Fueling and maintenance of all equipment shall occur at designated staging site located on County/Town property. An emergency spill prevention plan will also be in place.

27) Signature of Applicant _____ Date of Application: 1/13/2

PRINT FORM

Sign, date, and print this form and return it to the refuge for processing.
Do not fill out information below this page.

OMB Control Number 1018-0102
Expiration Date: 06/30/2014

## For Official Use Only (This section to be filled out by refuge personnel only.)

## Special Use Permit

Permit #: [redacted]

1) Date: 12/31/2015

2) ◉ Permit Approved ○ Permit Denied

3) Station #: [redacted]

4) Additional special conditions required: (Special conditions may include activity reports, before and after photographs, and other conditions.)
◉ Yes ○ No ○ N/A

Additional sheets attached:
◉ Yes ○ No

5) Other licenses/permits required:
◉ Yes ○ No ○ N/A

Verification of other licenses/permits, type:

6) Insurance/certifications required:
○ Yes ○ No ◉ N/A

Verification of insurance/certification, type:

7) Record of Payments: ◉ Exempt ○ Partial ○ Full

Amount of payment: _____ Record of partial payment: _____

8) Bond posted: ○ Yes ◉ No

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the applicant signed below, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the notice, conditions, and requirements included or attached. A copy of this permit should be kept on hand so that it may be shown at any time to any refuge staff.

Permit approved and issued by (Signature and title): _____ Date: 1-21-16

Permit accepted by (Signature of applicant): _____ Date: 1-13-2016

## Special Conditions:

1) Permittee shall notify the Refuge Manager (631.286.0485) at least 48 hours prior to commencement of this project and again within 7 days of the completion of this project.

2) Permittee shall not disturb or damage any wetland habitats, including existing areas of vegetation, by ensuring all wetland vegetation is identified, delineated and protected from all construction activities.

3) Permittee shall make all efforts to minimize impacts to wildlife such as sea turtles, water birds, fish, invertebrates and other aquatic organisms.

4) Permittee shall operate heavy equipment (crane and loader) from a landward position of the seawall ONLY, to minimize disturbance to wetland habitats and adjacent areas.

5) Permittee shall install a temporary turbidity curtain, as outlined in the approved plan, prior to construction to be properly maintained, secured and functioning to prevent the escape of sediments and overtopping water levels, as well as serve as a safety barrier throughout the project.

6) Beach excavation to obtain fill or stone materials is strictly prohibited.

7) Equipment maintenance and fueling are prohibited within 100ft of wetlands.

8) Construction equipment and materials shall not be left or stored seaward of the wall on refuge property with the exception of temporary structures necessary for seawall reconstruction (i.e., cofferdam, turbidity curtain).

9) Permittee is responsible for ensuring that all debris and excess material from this construction project are completely removed from wetland habitats and adjacent areas and are properly disposed of.

10) Permittee must have an adequate spill plan including containment procedures and a cleanup kit on-site during this project. Copies of the plan must be on-site and available to workers and emergency personnel at all times.

11) Permittee shall provide the Refuge Manager with copies of all permits and approvals required to carry out the activities authorized by this permit.

12) Permittee shall read and comply with all general and specific conditions attached to this permit; this permit may be revoked at any time for non-compliance with the permit conditions or if the Refuge Manager determines that the permitted activities are causing unanticipated adverse impacts to wildlife, habitat, approved priority public uses or other refuge management activities.

13) No new road surface, sections of seawall, or other permanent structures will be constructed on Refuge property with the exception of an NYSDEC-approved drainage outfall consisting of stone

splash pads. These pads will be associated with an improved stormwater drainage system that will be incorporated in the replacement seawall.

14) The Refuge Manager reserves the right to revoke this permit at any time should conditions change or operations be conducted in a manner that are contrary to the special conditions listed on this permit.

Signature of Permittee

1-13-2016

Date

OMB Control Number 1018-0102
Expiration Date: 06/30/2014

## Notice

In accordance with the Privacy Act (5 U.S. C. 552a) and the Paperwork Reduction Act (44 U.S. C. 3501), please note the following information:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System are authorized by the National Wildlife Refuge System Administration Act (16 U.S. C. 668dd-ee) as amended, and the Refuge Recreation Act (16 U.S. C. 460k-460k-4).

2. The information that you provide is voluntary; however submission of requested information is required to evaluate the qualifications, determine eligibility, and document permit applicants under the above Acts. It is our policy not to use your name for any other purpose. The information is maintained in accordance with the Privacy Act. All information you provide will be considered in reviewing this application. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). Failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit.

3. No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

4. The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.

5. Routine use disclosures may also be made: (a) to the U.S. Department of Justice when related to litigation or anticipated litigation; (b) of information indicating a violation or potential violation of a statute, rule, order, or license to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulations, order, or license; (c) from the record of the individual in response to an inquiry from a Congressional office made at the request of the individual (42 FR 19083; April 11,1977); and (d) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal Claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48 FR 54716; December 6, 1983).

6. An agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information collection has been approved by OMB and assigned control number 1018-0102. The public reporting burden for this information collection varies based on the specific refuge use being requested. The relevant public reporting burden for the General Use Special Use Permit Application form is estimated to average 30 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments on this form should be mailed to the Information Collection Clearance Officer, U.S. Fish and Wildlife Service, 4401 N. Fairfax Drive, MS 2042-PDM, Arlington, Virginia, 22203.

## General Conditions and Requirements

1. Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.

2. Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

3. Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and permits the Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the Service; and (2) the management of wildlife and fish using the premises and other Service lands.

4. Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the Service and the permit shall not be used for speculative purposes.

5. Compliance: The Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms or conditions.

6. Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government to be used to satisfy as much of the permittee's obligation as possible.

7. Payments: All payment shall be made on or before the due date to the local representative of the Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

8. Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the Service representative, reserving, however, the rights specified in paragraph 11. If he/she fails to do so, he/she will pay the government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the Government's right to terminate or cancel the permit for the breach of any specified condition or requirement.

9. Revocation Policy: This permit may be revoked by the Regional Director of the Service without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations governing national wildlife refuges or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the Service, by and through any authorized representative, may take possession of the said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

10. Damages: The United States shall not be responsible for any loss or damage to property including, but not limited to, growing crops, animals, and machinery or injury to the permittee or his/her relatives, or to the officers, agents, employees, or any other who are on the premises from instructions or by the sufferance of wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11. Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the refuge official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc. from the premises for which he/she is responsible. Within this period the permittee must also remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

## Instructions for Completing Application

You may complete the application portion verbally, in person or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding the applicability of a particular item.

1. Identify if permit application is for new, renewal or modification of an existing permit. Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding the applicability of a particular item.

2-8. Provide full name, organization (if applicable), address, phone, fax, and e-mail.

9. Provide names and addresses of assistants, subcontractors or subpermittees. Names and address are only required if the assistants, subcontractors or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors or subpermittees that are accompanied by the permittee need not be identified.

10. Activity type: check one of the following categories:

a. Event;

b. Wood cutting;

c. Group visit;

d. Cabin/Subsistence cabin;

e. Educational activity; or

f. Other—any other activity(s) not mentioned above. Please describe "other" activity.

11. Describe Activity: provide detailed information on the activity, including times, frequency and how the activity is expected to proceed, etc. Permit renewals may not need activity description, if the activity is unchanged from previous permit. Most repetitive activities, such as group visits, do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if an activity description is required.

12. Activity/site occupancy timeline: identify beginning and ending dates, site occupation timeline, hours, clean-up and other major events. Permit renewals may not need an activity/site occupancy timeline, if the activity is unchanged from previous permit. Most repetitive activities, such as group visits, do not require an activity/site occupancy timeline for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if an activity/site occupancy timeline is required.

13-14 Expected number of participants: Provide an estimate of the number of adults, and children and grade level of group, if applicable.

15. Identify if onsite refuge staff will be required for group activities and anticipated time frame, if applicable.

16a-16b. Identify and attach Plan of Operation, if required. Most repetitive activities, such as group visits, do not require Plans of Operations for each visit. In addition, permit renewals may not require Plans of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a Plan of Operations is required.

17. Location: identify specific location (GPS coordinates preferred), if not a named facility. Most repetitive activities, such as group visits, do not require a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a location is required.

18a-18b. Attach a map of location, if required and not conducted at a named facility. Most repetitive activities, such as group visits, do not require a map. In addition, permit renewals may not require a map if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a map is required.

19a-19b. Provide name, type and carrier of insurance, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if insurance and type of insurance are required.

20. Specifically identify types and numbers of other licenses, certifications or permits, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of licenses, certifications or permits required, and to coordinate the simultaneous application of several types of licenses, certifications or permits. This Special Use Permit (SUP) may be processed while other certifications are being obtained.

21-22. Provide name(s) of any personnel required to stay overnight, if applicable.

23. Identify all equipment and materials, which will be used, if required. Most repetitive events, such as group visits, do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a list of equipment is required.

24. Describe and provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. Motor vehicle descriptions are only required for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles that are accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.

25. Specifically describe onsite work and/or living accommodations, if applicable.

26. Specifically describe onsite hazardous material storage, or other onsite material storage space (including on and offsite fuel caches).

27. Sign, date, and print the application. Click on the Print button to print the application (if using the fillable version). The refuge official will review and, if approved, fill out the remaining information, sign, and return a copy to you for signature and acceptance.

**The form is not valid as a permit unless it includes refuge approval, a station number, a refuge-assigned permit number, and is signed by a refuge official.**

CLPW15000030

Contract ID#: H67100-07C

Department: Public Works

E-140-15 CF

# CF (Capital)

## Contract Details

NIFS ID #: CFPW12000013 NIFS Entry Date: 7/8/15 Term: from Execution to 12/31/15 (03)

SERVICE: Design Agreement 01/25/16

| | |
|---|---|
| New ☐ Renewal ☐ | |
| Amendment | ☒ #1 |
| Time Extension | ☒ |
| Addl. Funds | ☐ |
| Blanket Resolution RES# | ☐ |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes ☐ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No ☐ |
| 5) Insurance Required | Yes ☒ | No ☐ |

## Agency Information

| Vendor | |
|---|---|
| Name<br>**Municipal Testing Laboratory, Inc.** | Vendor ID#<br>11-1984867 |
| Address<br>**375 Rabro Drive, Hauppauge, NY, 11788** | Contact Person<br>John Hicks |
| | Phone<br>(631)-761-5555 |

| County Department | |
|---|---|
| Department Contact<br>**Donna Boyle** | |
| Address<br>**1194 Prospect Avenue, Westbury, NY 11590** | |
| Phone<br>571-6817 | |

## Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE Appvd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☐<br>*NIFS Appvl (Dept. Head)* ☐ | 7/7/15 | | |
| | DPW (Capital Only) | *CF Capital Fund Approval* ☐ | 7/8/15 | | |
| | OMB | *NIFS Approval* ☐ | 7/8/15 | | Yes ☐ No ☐<br>Not required if Blanket Res |
| | County Attorney | *CA RE & Insurance Verification* ☐ | 07/08/2015 | | |
| | County Attorney | *CA Approval as to form* ☐ | 07/08/2015 | | Yes ☒ No ☐ |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | 7/16/15 | Concetta A Bertucci | |
| | Rules ☐/ Leg. ☐ | ☐ | | | |
| | County Attorney | *NIFS Approval* ☐ | 07/29/2015 | | |
| | Comptroller | *NIFS Approval* ☐ | 9/24/15<br>9-24-15 | | |
| 7/14 | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | 7/14 | | |

Contract ID#: H67100-07C

Department: Public Works

# Contract Summary

| |
|---|
| Description: Amendment to On-Call Staffing Agreement for DPW laboratory staffing support |
| Purpose:<br>Extend existing agreement for professional engineering services firm to provide on-call Asphalt and Concrete Plant Inspections as well as Material tests to ensure all construction contract specifications are adhered to. |
| Method of Procurement:<br>Standard Nassau County procedures for retaining professional engineering services. |
| Procurement History:<br>A RFP for a new agreement was issued since the term limit of this agreement was approaching. 3 firms submitted responses to the RFP, these response indicate that the firms did not understand the County's request. Another RFP is being issued with additional information however the County must perform this work. The department is requesting a 6 month extension of the current agreement so the work may be performed while the revised RFP is processed. |
| Description of General Provisions:<br>Standard Nassau County Agreement format utilized, for original agreement. Amendment #1 extends original agreement terms for 6 months |
| Impact on Funding / Price Analysis:<br>Construction Project funding is included in the Capital Plan under the appropriate Capital project number. Selected firm was determined to be the best value for the County. |
| Change In Contract from Prior Procurement:<br>Not Applicable |
| Recommendation: (approve as submitted)<br>Approve as submitted |

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | CAP |
| Control: | 61 |
| Resp: | 587 |
| Object: | 00002 |
| Transaction: | CL |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ |
| Federal | $ |
| State | $ |
| Capital | $ 0.01 |
| Other | $ |
| TOTAL | $ 0.01 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | PWCAPCAP/61587/00002 | $ 0.01 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $ 0.01 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

Document Prepared By: Donna Boyle Date: 3-July-15

| I-NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 7/14/15 |
| Date 8/28/15 | Date 8/27/15 | (For Office Use Only) E #: |

E-140-15

RULES R :OLUTION NO. 182 2015

A RESOLUTION AU: :ORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMEND :NT TO A PERSONAL SERVICES AGREEMENT BETWEEN T E COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPART. :NT OF PUBLIC WORKS, AND MUNICIPAL TESTING LAI :RATORY, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-27-15
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Coun' has negotiated an amendment to a personal services agreement with Mun pal Testing Laboratory, Inc. for inspection and materials testing services copy of which is on file with the Clerk of the Legislature; now, therefo: be it

RESOLVED, that the les Committee of the Nassau County Legislature authorizes the Ce ty Executive to execute the said amendment to an agreement with Munici Testing Laboratory, Inc.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND MUNICIPAL TESTING LABORATORY, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Municipal Testing Laboratory, Inc. for inspection and materials testing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Municipal Testing Laboratory, Inc.

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

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

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

**CONTRACTOR NAME:** Materials Testing Laboratory, Inc.

**CONTRACTOR ADDRESS:** 375 Rabro Drive, Hauppauge, NY, 11788

**FEDERAL TAX ID #:** 11-1984867

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

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

**II. __ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on December 18, 2008. Potential proposers were made aware of the availability of the RFP by posting on website [newspaper advertisement, , mailing, etc.]. Proposals were due on January 30, 2009. 2 proposals were received and evaluated. The evaluation committee consisted of two professional engineers – Rakhal Maitra, and Donna Boyle, as well as the NC DPW Laboratory Director Kenneth Carter. The proposals were scored and ranked. As a result of the scoring and ranking, the highest technical-ranking proposer was selected.

**III. X This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on July 25, 2012 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into

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

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

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

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

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

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

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

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

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

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

satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

__a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

**Department Head Signature**

4/7/18
**Date**

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

# AMENDMENT NO. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury New York 11590 (the "Department"), and (ii) Municipal Testing Laboratory, Inc., 375 Rabro Drive, Hauppauge, NY, 11788 ( the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H67100-07C between the County and the Firm, executed on behalf of the County on July 25, 2012, (the "Original Agreement"), the scope of Services of the original Agreement included, such services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Appendix A Detailed Scope of Services");

WHEREAS, the term of the Original Agreement as extended by the amendments was July 25, 2015 ("Agreement Term");

WHEREAS, the County desires to amend the Agreement Term; and

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

1. Amended Term. The Agreement Term is extended for six (6) months so that the termination date of the Original Agreement, as amended by this Amendment, shall be January 25, 2016 ("Amended Term").

2. Payment. The Firm shall be paid for services rendered pursuant to the Original Agreement, as amended by this Amendment, in calendar years 2015 and 2016 at the same rates described in Appendix B of the Original Agreement for calendar year 2014.

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 term 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.

Municipal Testing Laboratory, Inc.,

By: _____
Name: JOHN ZUCCHI
Title: OPERATIONS VICE PRESIDENT
Date: 07/06/2015

NASSAU COUNTY

By: _____
Name:
Title: Deputy County Executive
Date: 7/31/15

CHARLES RIBANDO
DEPUTY COUNTY EXECUTIVE

PLEASE EXECUTE IN BLUE INK

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

On the 6 day of July in the year 2015 before me personally came John Zuccelli to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the VP of Municipal Testing 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 Kathleen K. Neri

KATHLEEN K. NERI
#01NE6087243
MY COMMISSION EXPIRES 10/27/17

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

On the 31st day of July in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau ; that he or she is 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 Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified In Nassau County
Commission Expires April 02, 20 16

CFPW12000013

Contract ID#: H67100-07C

Department: Public Works

E-148-12CF

# CF (Capital)

## Contract Details

SERVICE: [redacted]

NIFS ID #: _____ NIFS Entry Date: _____ Term: from Execution to 3 years

| | |
|---|---|
| New ☒ Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☒ | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☒ | No ☐ |
| 5) Insurance Required | Yes ☒ | No ☐ |

A.A.

## Agency Information

| Vendor | |
|---|---|
| Name<br>Municipal Testing Laboratory, Inc. | Vendor ID#<br>11-1984867 |
| Address<br>375 Rabro Drive, Hauppauge, NY, 11788 | Contact Person<br>John Hicks |
| | Phone<br>(631)-761-5555 |

| County Department | |
|---|---|
| Department Contact<br>Donna Boyle | |
| Address<br>1194 Prospect Avenue, Westbury, NY 11590 | |
| Phone<br>571-6817 | |

## Routing Slip

| Date In | Department | Action Required | | Date Signed | Signature | Approval Required |
|---|---|---|---|---|---|---|
| | Department | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head) | ☐<br>☐ | 5/11/12 | | |
| | DPW (Capital Only) | CF Capital Fund Approval | ☑ | 5/8/12 | | |
| | OMB | NIFS Approval | ☐ | 5/23/12 | | |
| 5/25/12 | County Attorney | CA RE & Insurance Verification | ☑ | 5/25/12 | | |
| | County Attorney | CA Approval as to form | ☐ | 5/30/12 | | |
| | Legislative Affairs | Pw'd Original Contract to CA | ☐ | 6/11/12 | | |
| | Rules ☐/ Leg. ☐ | | ☐ | | | |
| | County Attorney | NIFS Approval | ☐ | 6/12/12 | | |
| | Comptroller | NIFS Approval | ☑ | 7/5/12 | | |
| | County Executive | Notarization<br>Filed with Clerk of the Leg. | ☐<br>☐ | 6/12/12 | | |

E-148-12

RULES RESOLUTION NO. 67 2012

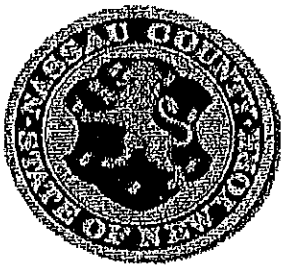
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND MUNICIPAL TESTING LABORATORY, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/25/12
VOTING:
ayes 6 nayes 0 abstained 0 recused 0
Legislators present: 6

WHEREAS, the County of Nassau, has negotiated a personal services agreement with Municipal Testing Laboratory, Inc., for inspection and materials testing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Municipal Testing Laboratory, Inc.

*Comptroller*



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

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

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

**CONTRACTOR NAME:** Materials Testing Laboratory, Inc.

**CONTRACTOR ADDRESS:** 375 Rabro Drive, Hauppauge, NY, 11788

**FEDERAL TAX ID #:** 11-1984867

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

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

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on December 18, 2008. Potential proposers were made aware of the availability of the RFP by posting on website [newspaper advertisement, , mailing, etc.]. Proposals were due on January 30, 2009. 2 proposals were received and evaluated. The evaluation committee consisted of two professional engineers – Rakhal Maitra, and Donna Boyle, as well as the NC DPW Laboratory Director Kenneth Carter. The proposals were scored and ranked. As a result of the scoring and ranking, the highest technical-ranking proposer was selected.

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

the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

__a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

**Department Head Signature**

5/11/12
**Date**

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

Compt. form Pers./Prof. Services Contracts; Rev. 02/04

Donna

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: April 4, 2012

SUBJECT: Recommendation to Engage Consultant Services
Asphalt/Concrete Plant Inspection and Material Testing Services
Agreement Number H67100-07C

The County desires to hire a consultant in an "On-Call" status to provide Asphalt/Concrete Plant Inspection and Material Testing Services to ensure the County is able to provide the Plant Inspection and Material Testing Services for Construction Contracts. These tests insure the materials supplied by the contractor met the contract specifications. Given the requirements for Federal Aid, the County considers it necessary to have a firm "On-Call", since the omission of just one (1) required test during construction or the installation of any untested material incorporated into the project would jeopardize the entire Federal reimbursement of that project.

Given our present workload and our limited capacity to provide the additional staff for engineering services required at "short notice", we recommend that a consulting testing firm be retained to provide this service.

In accordance with County Executive Order Number 1-1993 and the Board of Supervisor's Resolution 928-1993, we have evaluated proposals from the only two (2) testing firm who submitted qualifications to be chosen for this work. The review team of Rakhal Maitra, P.E., Deputy Commissioner, Donna Boyle, P.E., Civil Engineer III, and Kenneth Carter, Civil Engineer II, conducted the consultant evaluations. At the completion of the review, the following technical rankings were established:

| FIRM NAME | TECH. RANK | TECH. RANKING | COST PROPOSAL |
|---|---|---|---|
| Municipal Testing Lab., Inc. | 1 | 89.00 | $189,052.52 in 1st Year |
| Tectonic Engineering and Surveying | 2 | 84.33 | $321,907.20 in 1st Year |

It is the Department's recommendation that Municipal Testing Laboratory, Incorporated be retained for this assignment. The total cost of the above referenced agreement would not exceed $700,000 over the three (3) year life of the agreement. This action is considered the best value for the County, as well as fair and reasonable for the Professional Services to be rendered. Funding for said services will be provided under the appropriate Capital Project Number.

D. Boyle

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
# Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works (fax 571-9657)

DATE: April 4, 2012

SUBJECT: CSEA Notification of a Proposed DPW Contract/Agreement
Proposed Contract/Agreement Number: H67100-07C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a Contract/Agreement for the following service:

   Supply Support Services to the Department of Public Works Construction Management Unit's Material Testing Laboratory Squad.

2. The work involves the following:

   Supply "On-Call" Services in support of required materials testing for construction projects. These tests insure the materials supplied by the Contractor met the contract specifications. This work is for testing not typically done by the County lab. Additionally, this contract will supplement County personnel during peak construction periods.

3. An estimate of the cost is: $700,000.00

4. An estimate of the duration is: Three (3) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:lmm

c: Daniel Schor, Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
→ Donna Boyle, Civil Engineer III
Jonathan Lesman, Management Analyst I I

We are transmitting one (1) sheet. If there were problems with this transmission, call 571-9604.

# CONTRACT FOR SERVICES

## ASPHALT/CONCRETE PLANT INSPECTION AND MATERIALS TESTING

## SERVICES: 2012-2015

## AGREEMENT NO. H67100-07C

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and Municipal Testing Laboratory, Inc., 375 Rabro Drive, Hauppauge, NY, 11788(ii) (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Firm 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;

WHEREAS, the Firm desires to perform the services described in this Agreement.

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of Asphalt/Concrete batch plant inspections and materials testing. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (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 Firm 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 Firm 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, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. 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 Firm agrees as follows:

approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation.

(a) The Firm 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 Firm or a Firm 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm 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 Firm and/or a Firm Agent in connection with this Agreement.

CWD 5/2/12

(d) Limitation of Liability: In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

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

9. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) 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

11. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, 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 Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm'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 Firm 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 Firm 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 Firm'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) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Firm 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 Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be

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 Firm, to the attention of the person who executed this Agreement on behalf of the Firm 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 and Construction.

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

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

(c) 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. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject

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

By: John Zucchi

Name: John Zucchi

Title: Vice President

Date: 5/8/12

NASSAU COUNTY

By:

Name: Richard R. Walker
chief

Title: Deputy County Executive

Date: 7/25/12

PLEASE EXECUTE IN BLUE INK

# APPENDIX "A"

DETAILED SCOPE OF SERVICES

The services to be provided by the Firm under this Agreement shall consist of the following tasks:

(a) Asphalt/Concrete batch plant inspection, sampling and testing. The inspection at the plants will not only certify to the proper batching, but by coordinating with laboratory and field personnel, control the quality of the materials so that close adherence to the specifications is obtained. The Firm shall provide all necessary equipment and inspectors to sample and test aggregates (coarse and fine) for grading and cleanliness and to sample and perform tests on various materials and additives that are integral components of the asphalt or concrete mix. The inspectors shall verify the source of aggregates and materials as being from approved suppliers, verify the quantities in each truck, and maintain these quantities within the specified maximum for each truck.

(b) Precast concrete plant inspection. Perform all required inspection, sampling, and testing, to certify that precast concrete structures meet the contract specifications.

(c) Perform extraction and gradation tests in accordance with all applicable ASTM standards.

(d) Perform field density (compaction) tests using nuclear density gauge on soil or asphalt.

(e) Test compressive strength of concrete test cylinders in accordance with ASTM C39. The transportation from the project site and moist curing of the concrete cylinders is included in this task.

(f) Perform Modified or Standard Proctor Test in accordance with ASTM D1557.

(g) Perform top soil analysis in accordance with current Nassau County specifications. The analysis shall include PH, organic content, and gradation of the soil.

# APPENDIX "B"

## PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

1. Asphalt/Concrete Batch Plant Inspector Hourly Rate:

   $ 59.40 /hour/inspector for calendar year 2012
   $ 61.20 /hour/inspector for calendar year 2013
   $ 63.05 /hour/inspector for calendar year 2014

   The asphalt/concrete batch plant inspectors will be assigned work on a Monday through Friday basis. A four (4) hour minimum will apply if the inspector works less than four (4) hours. If the inspector works more than four (4) hours, an eight (8) hour minimum will apply. The inspector may be released when no further County work is required. Any work performed prior to twelve (12) noon shall be billed at a minimum of four (4) hours and work performed subsequent to twelve noon shall be billed at a minimum of four (4) hours.

2. Asphalt/Concrete Batch Plant Inspector Overtime Hourly Rate:

   $ 89.10 /hour/inspector for calendar year 2012
   $ 91.80 /hour/inspector for calendar year 2013
   $ 94.60 /hour/inspector for calendar year 2014

   Overtime work will be assigned for work in excess of eight (8) hours in one day, for night work (plants starting after 4:30P.M.) Monday through Friday, and for weekend or holiday work. A four (4) hour minimum will apply if the inspector works less than four (4) hours and if the inspector works more than four (4) hours, an eight (8) hour minimum will apply. This provision is applicable for **night work only.**

3. Precast Concrete Plant Inspector Hourly Rate:

   $ 56.25 /hour/inspector for calendar year 2012
   $ 57.95 /hour/inspector for calendar year 2013
   $ 59.70 /hour/inspector for calendar year 2014

   The precast concrete plant inspectors will be assigned work on a Monday through Friday basis. A four (4) hour minimum will apply if the inspector works less than four (4) hours. If the inspector works more than four (4) hours, an eight (8) hour minimum will apply. The inspector may be released when no further County work is required. Any work performed prior to twelve (12) noon shall be billed at a minimum of four (4) hours and work performed subsequent to twelve (12) noon shall be billed at a minimum of four (4) hours.

$ 424.50 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

10. Ring Ball Softening Point Test:

$ 375.00 /Test for calendar year 2012
$ 390.00 /Test for calendar year 2013
$ 405.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

11. Fence Material Analysis:

$ 475.00 /Test for calendar year 2012
$ 495.00 /Test for calendar year 2013
$ 515.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

12. Rock Salt Analysis:

$ 475.00 /Test for calendar year 2012
$ 495.00 /Test for calendar year 2013
$ 515.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

13. Hardware Analysis:

$ 575.00 /Test for calendar year 2012
$ 625.00 /Test for calendar year 2013
$ 675.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

14. Extra Services: If the Firm is directed by DPW to perform extra services relative to materials testing and analysis, the compensation for the services provided will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the work, exclusive of payroll taxes, insurance, and any and all fringe benefits times a multiplier of 2.5 (two point five)

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.

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.

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

Appendix "L"

Certificate of Compliance

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

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

Steven Jay Cox (Name)

(Address) 375 Baiao Drive, Hauppauge, NY 11788

Number) 631-761-0555 (Telephone

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

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

COUNTY OF NASSAU

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

1. Name of the Entity: MUNICIPAL TESTING LAB., INC.

Address: 375 PABRO DR.,

City, State and Zip Code: HAUPPAUGE, NY 11788

2. Entity's Vendor Identification Number: 11-1984867

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp CORPORATION Other (specify)

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

STEVEN JAY COX

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

NONE

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

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

NO

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

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

Dated: 7/10/15

Signed:

Print Name: JOHN ZUCCHI

Title: OVR

**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.

Response to Question 7

| Capital Project | Project Detail | Fund | Document Number | Current Encumbrance | Paid Amount | Current Encumbrance | Paid Amount | Balance | Retainage | Contract Start Date | Vendor Name |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 61587 | CM0 | CAP | CFPW12000013 | 3 | 2 | $ 46,000.00 | $ 777.20 | $ 47,222.80 | $ - | 20140829 | MUNICIPAL TESTING LABORATORY |
| 61587 | CM0 | CAP | CFPW12000013 | 1 | 2 | $ 0.01 | $ - | $ 0.01 | $ - | 20120706 | MUNICIPAL TESTING LABORATORY |
| 70040 | 0 | CAP | POCY11000879 | 1 | 1 | $ 50,000.00 | $ 50,000.00 | $ - | $ - | 20110310 | MUNICIPAL TESTING LABORATORY |
| 70040 | 0 | CAP | POCY10002016 | 1 | 4 | $ 45,000.00 | $ 41,677.20 | $ 3,322.80 | $ - | 20100804 | MUNICIPAL TESTING LABORATORY |
| 70065 | 0 | CAP | POCY08002047 | 1 | 3 | $ 20,000.00 | $ 20,000.00 | $ - | $ - | 20080728 | MUNICIPAL TESTING LABORATORY |
| 70086 | 0 | CAP | POCY10001307 | 1 | 4 | $ 4,566.60 | $ 4,566.60 | $ - | $ - | 20100419 | MUNICIPAL TESTING LABORATORY |

COUNTY OF NASSAU

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

1. Name of the Entity: MUNICIPAL TESTING LAB., INC.

Address: 375 RABRO DRIVE,

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2. Entity's Vendor Identification Number: 11-1984867

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp CORPORATION Other (specify)

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

STEVEN JAYCOX

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

STEVEN JAYCOX

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.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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

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

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

Dated: 07/06/2015

Signed: [signature]

Print Name: JOHN ZUCCHI

Title: OPERATIONS 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.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

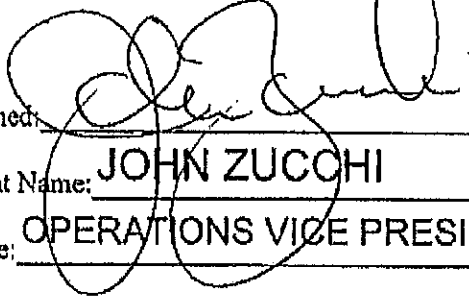
NONE

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

NONE

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

Dated: 07/06/2015

Signed: 

Print Name: JOHN ZUCCHI

Title: OPERATIONS 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.

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** Municipal Testing Laboratory, Inc.

**2. Dollar amount requiring NIFA approval:** $ $ 0.01

**Amount to be encumbered:** $ $ 0.01 1/2

This is a ___ New Contract ___ Advisement ✓ 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:** 6 month extension

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: this is an additional 6 month extension to Original Agreement

**4. Funding Source:**

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ✓ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ✓ Yes ___ No ___ N/A

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

A RFP was issued since the term of this agreement was approaching. 3 firms submitted responses to the RFP. The Agreement for this RPT is Processing, however the County must perform this work in the interim. The department is requesting an additional 6 month extension of the current agreement so the work may be performed while the revised RFP is processed.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

**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:**

CAPW12000013 EXCEEDS 50K 1/2

## 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.

Roseann D'Elia — 2/26/16

Signature | Title | Date

_____

Print Name

---

## 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

Signature | Title | Date

_____

Print Name

---

## NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

_____

Print Name

**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.**

CFPW16000019

Contract ID#: S35121-18M

Department: Public Works

E-99-16

# CF (Capital)

CF

## Contract Details

SERVICE: Construction Management

NIFS ID #CFPW16000019 NIFS Entry Date: 2/26/16 Term: from Execution to 27 months

| | |
|---|---|
| New X Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes X | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes X | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes X | No ☐ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes X | No ☐ |
| 5) Insurance Required | Yes X | No ☐ |

## Agency Information

| Vendor | |
|---|---|
| Name<br>**Gannett Fleming Engineers, P.C.** | **52-2151596** |
| Address<br>100 Crossways Park West<br>Suite 300<br>Woodbury, NY 11797 | Contact Person<br>**Fotios Papamichael, P.E**<br>Phone<br>**(516) 364-4140** |

| County Department |
|---|
| Department Contact<br>**Kenneth G. Arnold,**<br>**Assistant to Commissioner** |
| Address<br>**1194 Prospect Ave.**<br>**Westbury, NY 11590-2723** |
| Phone<br>**516-571-9607** |

## Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE Appv'd& Fw'd. | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☐<br>*NIFS Appvl (Dept. Head)* ☐ | 3/22/16 | | |
| | DPW (Capital Only) | *CF Capital Fund Approval* ☐ | 3/4/16 | | |
| | OMB | *NIFS Approval* ☐ | 3/24/16 | | Yes ☐ No ☐<br>Not required if Blanket Res |
| 3/29/16 | County Attorney | *CA RE & Insurance Verification* ☐ | 3/31/16 | | |
| 3/31/16 | County Attorney | *CA Approval as to form* ☑ | 4/4/16 | | Yes ☒ No ☐ |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | Rules ☐/ Leg. ☐ | ☐ | | | |
| | County Attorney | *NIFS Approval* ☐ | | | |
| | Comptroller | *NIFS Approval* ☐ | | | |
| 4/18/16 | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | 4/18/16 | | |

RECEIVED
NASSAU COUNTY
LEGISLATURE
CLERK OF THE
2016 APR 18 A 11:43

Contract ID#: S35121-18M

Department: Public Works

# Contract Summary

**Description:** Construction Management Services Agreement for the Bay Park Sewage Treatment Plant Flood Protection Phase I Storm Water Pumping Stations.

**Purpose:** As an enhancement to the new perimeter flood wall/earthern berm, the storm water pump stations are required to mitigate the potential for future tidal "back-ups" through the storm water system while still having the ability to collect and transport storm water from the plant property within the perimeter flood wall/earthern berm. This contract will provide a construction management staff including resident engineer, inspection, office engineer, etc., for the performance of the construction work.

**Method of Procurement:** Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.

**Procurement History:** A Request for Proposal (RFP) was advertised in Newsday and the County Website on July 31, 2015 with technical proposals received on August 28, 2015. Nine (9) Firms responded to this RFP with one firm not qualifying. All of the Firms were considered local Firms (Firms having a main or branch office in Nassau or Suffolk Counties). After review of the Technical Proposals and Costs, Gannett Fleming Engineers was deemed the highest technical rank.

**Description of General Provisions:** This Agreement provides for complete Construction Management Services including furnishing resident engineer, inspectors, schedulers, cost estimators, evaluation of contractor claims, and other construction related services.

**Impact on Funding / Price Analysis:** Funding for these services to be provided under this Agreement will come from Capital Project 35121. Gannett Fleming's proposed fee was determined to be fair and reasonable. This twenty-seven (27) month Agreement has a maximum payment limitation of **$1,330,794.**

**Change in Contract from Prior Procurement:** Not applicable.

**Recommendation:** Approve as submitted

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | CSW |
| Control: | 35 |
| Resp: | 121 |
| Object: | 0003 |
| Transaction: | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ 1,330,794 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $ 1,330,794 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | CSW; 35121 | $ 1,330,794 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $ 1,330,794 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

Document Prepared By: Damon W. Urso, Sanitary Engineer III Date: 2/10/2016

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 4/18/16 |
| Date | Date | (For Office Use Only) E #: |

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** Gannett Fleming Engineers, P.C.

**2. Dollar amount requiring NIFA approval:** $ $1,330,794

**Amount to be encumbered:** $ 1,330,794 N/A 3/9

This is a ✓ New Contract ___ Advisement ___ 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:** Twenty-seven (27) Months

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

✓ Grant Fund (GRT)
Federal % 100
State % ___
County % ___

All FEMA Funded N/A

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ✓ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ✓ N/A

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

Construction Management services for two (2) Storm Water Pump Stations (8.4 MGD north catchment area and 38 MGD south catchment area) at the Bay Park Sewage Treatment Plant. As an enhancement to the function of the proposed STP perimeter floodwall/earthen berm, the Storm Water Pump Stations are required to mitigate the potential for future tidal "back-ups" through the storm water system while still having the ability to collect and transport storm water from the plant property within the perimeter wall berm. This agreement is to provide construction related services such as Resident Engineer, Inspectors, Estimators, Schedulers, etc.,

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

**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:**

Exceeds $50K.

## 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.

Roseann Dallen 3/30/16

Signature Title Date

Print Name

---

## 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

Signature Title Date

Print Name

---

## NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

**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.**

*George Maragos*
*Comptroller*

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

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

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

**CONTRACTOR NAME: Gannett Fleming Engineers, P.C.**

**CONTRACTOR ADDRESS: 100 Crossways Park West, Suite 300, Woodbury NY 11797**

**FEDERAL TAX ID #: 52-2151596**_____

---

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

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

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

The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on_____. [Number] ( ) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

_____

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

**IX. X Department MWBE responsibilities**. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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

**Signature**

**Department Head**

3/22/16

**Date**

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

*Compt. form Pers./Prof. Services Contracts: Rev. 09/15*

DU

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

**FROM:** Department of Public Works

**DATE:** September 21, 2015

**SUBJECT:** CSEA Notification of a Proposed DPW Construction Management Contract
Bay Park STP Flood Protection Phase 1 - Storm Water Pumping Stations -
Proposed Contract No. S35121-18M

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a contract/agreement for the following services:

   Construction Management Services

2. The work involves the following:

   Scope of Work: Management of the general construction contract for the Bay Park STP proposed storm water pump stations to pump storm water from the plant property within the perimeter wall/berm.

3. An estimate of the cost is: $2,000,000.00

4. An estimate of the duration is: Twenty-seven (27) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:JLD:rp
c: Christopher Fusco, Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Thomas Immerso, Sanitary Engineer II
Patricia Kivo, Unit Head, Human Resources Unit
Loretta V. Dionisio, Hydrogeologist II
Brent Chow, Jacobs
✓Damon

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** December 7, 2015

**SUBJECT:** Proposed Personal Services Agreement with Gannett Fleming
Recommendation of Firm for Construction Management Services
Bay Park Sewage Treatment Plant
Flood Protection Phase 1
Storm Water Pumping Stations
Proposed Agreement No. S35121-18M

This Department intends to procure Construction Management services for the construction of two (2) storm water pumping stations at the Bay Park Sewage Treatment Plant. As an enhancement to the new perimeter flood wall/earthen berm, the storm water pump stations are required to mitigate the potential for future tidal "back-ups" through the storm water system while still having the ability to collect and transport storm water from the plant property within the perimeter flood wall/earthen berm.

A "Request for Proposal" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposal was posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were received from nine (9) firms (listed below) on August 28, 2015. The Technical Proposals were evaluated by professionals from within the Department of Public Works for eight (8) of the nine (9) firms submitted (one firm, Gibbons, Esposito & Boyce, did not qualify). Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed fee (based upon 27 month construction duration).

| Firm Name | Technical Rank | Technical Rating | Proposed Design Fee | Total Design Fee with Contingency |
|---|---|---|---|---|
| D&B | 1 | 87.5 | $1,617,276.00 | $2,102,458.80 |
| Gannett Fleming | 2 | 86.3 | $1,023,687.74 | $1,330,794.00 |
| AECOM | 3 | 85.8 | $1,491,975.00 | $1,939,567.50 |
| LKB | 4 | 84.8 | $1,704,870.00 | $2,216,331.00 |
| JACOBS | 5 | 83.8 | $1,432,888.16 | $1,862,754.61 |
| HAKS | 6 | 83.3 | $1,425,358.96 | $1,852,966.65 |
| G&H | 7 | 82.5 | $1,010,922.25 | $1,314,198.93 |
| Nautilus | 8 | 63.8 | $1,665,168.00 | $2,164718.40 |
| GEB | Not | Evaluated | | |

While the proposal from D&B received the highest technical rating, they were not selected because they are the project design engineer and also have a contractual relationship for future design services during construction. Therefore, it was felt that their work as a CM could cause a future conflict of interest.

SUBJECT: Proposed Personal Services Agreement with Gannett Fleming
Recommendation of Firm for Construction Management Services
Bay Park Sewage Treatment Plant
Flood Protection Phase 1
Storm Water Pumping Stations
Proposed Agreement No. S35121-18M

Also, the technical proposal submitted by the firm of Gibbons, Esposito & Boyce was not ranked and its cost proposal not opened because the firm has a contractual relation as a sub-consultant with the County's Bay Park Program Manager Joint Venture (PM-JV), and would be considered a conflict of interest if awarded.

Accordingly, Gannett Fleming's proposal being the second highest ranked was selected, however, their original cost proposal ($1,198,264.86) was higher than we anticipated for the scope of services; it was believed that clarification as to the basis for their proposed cost was necessary. A discussion was held with representatives of Gannett Fleming to discuss their cost proposal, the scope of services, and the anticipated project scope. **After discussions, Gannett Fleming submitted a revised cost proposal of $1,023,687.74 ($1,330,794.00 with contingency) for this project.**

In our professional judgment, the proposal submitted by Gannett Fleming, having the highest technical rating and proposing a reasonable design fee, represents the best value to the County. Therefore, we recommend proceeding with a Personal Service Agreement with Gannett Fleming for $1,023,687.74 (1,330,794.00 with contingency) to provide Construction Management Services for the Storm Water Pumping Stations.

The funding for these professional services is available under Capital Project 35121. It is expected that the full cost of these services will be eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:rp
c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Damon W. Urso, Sanitary Engineer III
Loretta V. Dionisio, Hydrogeologist II

APPROVED:

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

**REQUEST TO INITIATE** RTI Number 16-0015

## REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

**PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC**

☐ **RFQ** ■ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: S35121-18M Bay Park STP Flood Protection Phase 1 – Storm Water Pump Stations

Department: Public Works Project Manager: Damon Urso Date: September 4, 2015

Service Requested: Construction Management

Justification: As an enhancement to the function of the proposed Bay Park STP perimeter floodwall/earthen berm, two (2) Storm Water Pump Stations are required to mitigate the potential for future tidal "back-ups" through the plant's storm water system while still having the ability to collect and transport storm water from the plant property within the perimeter wall berm. This project will design an 8.4 MGD pump station at the north catchment area and a 38 MGD pump station at the south catchment area of the Bay Park Sewage Treatment Plant.

Requested by: Public Works – Water/Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment): $1,740,000.00
Circle appropriate phase

Total Project Cost: $21,300,000.00 (Includes, design, construction and CM) Date Start Work: January 2016 (Phase being requested) Duration: Twenty-Seven (27) months (Phase being requested)

Capital Funding Approval: YES ☑ NO ☐ SIGNATURE DATE dlp

Funding Allocation (Capital Project): See Attached Sheet if multi-year ☐

NIFS Entered : SIGNATURE DATE

AIM Entered: SIGNATURE 2/17/16 DATE

Funding Code: 35121018 (use this on all encumbrances) 35121 018

Timesheet Code: 16-0015 (use this on timesheets)

State Environmental Quality Review Act (SEQRA):
Type II Action ☐ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation

Department Head Approval: YES ☑ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ SIGNATURE

**PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.**

| | Vendor | Quote | Comment | See Attached Sheet ☐ |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

DCE/Ops Approval: YES NO Signature

Version January 2014



D.J.C. 2/18/16

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? If yes, to what campaign committee?

No

2. 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.

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

Dated: March 31, 2016

Vendor: Gannett Fleming Engineers, PC

Signed: James R. Laurita

Print Name: James R. Laurita, PE

Title: Chairman/Director

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

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

N/A

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

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

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

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

Dated: March 31, 2016

Signed: James R. Laurita

Print Name: James R. Laurita, PE

Title: Chairman/Director

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Please see Attachment 1 for a list of the officers and directors of GFEPC.

   Date of birth _____/_____/_____

   Home address _____

   City/state/zip_____

   Business address _____

   City/state/zip _____

   Telephone _____

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

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

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

   **Please see Attachment 2 for a list of officers/ directors and they dates they began their positions with GFEPC.**

3. Do you have an equity interest in the business submitting the questionnaire? YES X NO ___ If Yes, provide details. **James R. Laurita owns 50% and John W. Kovacs owns 50%.**

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 X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details. **Please see Attachment 3.**

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 X NO ___
If Yes, provide details. **Gannett Fleming is a national consulting engineering firm and at any one time has 4,000 to 5,000 open agreements too numerous to list. All other entities listed also have too many agreements to list.**

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 X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

Attachment 1
**Principal Questionnaire Form**
**Question 1**

| Name | Birth Date | Address | City | State | Zip Code |
|---|---|---|---|---|---|
| Doreen M. Bartoldus | [redacted] | | | | |
| Fotios Papamichael | | | | | |
| Frederick H. Inyard | | | | | |
| Glen L. Hair | | | | | |
| James R. Laurita | | | | | |
| John W. Kovacs | | | | | |
| Paul G. Schweiger | | | | | |
| Stephen Hadjiyane | | | | | |

Attachment 2
**Principal Questionnaire Form**
**Question 2**

| Name | Title | Start Date |
|---|---|---|
| Laurita, James R | Shareholder | 12/31/2009 |
| Kovacs, John W | Shareholder | 1/3/2014 |
| Laurita, James R | Director | 6/22/2005 |
| Papamichael, Fotios | Director | 5/21/2007 |
| Kovacs, John W | Director | 1/3/2014 |
| Laurita, James R | Chairman | 12/31/2009 |
| Papamichael, Fotios | President | 3/3/2009 |
| Papamichael, Fotios | Treasurer | 12/31/2009 |
| Kovacs, John W | Senior Vice President | 1/3/2014 |
| Kovacs, John W | Secretary | 1/3/2014 |
| Bartoldus, Doreen M | Vice President | 9/4/2013 |
| Hadjiyane, Stephen | Vice President | 3/3/1999 |
| Hadjiyane, Stephen | Assistant Secretary | 1/3/2014 |
| Hair, Glen L | Vice President | 1/3/2014 |
| Inyard, Frederick H | Vice President | 3/3/1999 |
| Schweiger, Paul G | Vice President | 1/3/2014 |

Attachment 3
**Principal Questionnaire Form**
**Question 5**

**James R. Laurita**

| Company | Title |
|---|---|
| GFEAPC - Gannett Fleming Engineers and Architects, P.C. | Director |
| GFEAPC - Gannett Fleming Engineers and Architects, P.C. | Chairman |
| GFEAPC - Gannett Fleming Engineers and Architects, P.C. | President |
| GFEPC - Gannett Fleming Engineers, P.C. | Director |
| GFEPC - Gannett Fleming Engineers, P.C. | Chairman |
| GFINC - Gannett Fleming, Inc. | Senior Vice President |

**John W. Kovacs**

| Company | Title |
|---|---|
| GeoBuild - GeoBuild, LLC | Director |
| GeoBuild - GeoBuild, LLC | Chairman |
| GeoBuild - GeoBuild, LLC | Chief Executive Officer |
| GFEAPC - Gannett Fleming Engineers and Architects, P.C. | Director |
| GFEAPC - Gannett Fleming Engineers and Architects, P.C. | Senior Vice President |
| GFEPC - Gannett Fleming Engineers, P.C. | Director |
| GFEPC - Gannett Fleming Engineers, P.C. | Senior Vice President |
| GFEPC - Gannett Fleming Engineers, P.C. | Secretary |
| GFINC - Gannett Fleming, Inc. | Director |
| GFINC - Gannett Fleming, Inc. | Senior Vice President |
| GFMEXICO - Gannett Fleming México, S. de R.L. de C. V. | Secretary |
| GFMEXICO - Gannett Fleming México, S. de R.L. de C. V. | Member |
| GFMICHIGAN - Gannett Fleming of Michigan, Inc. | Director |
| GFMICHIGAN - Gannett Fleming of Michigan, Inc. | Chairman |
| GFMICHIGAN - Gannett Fleming of Michigan, Inc. | President |
| HETAGER - L. G. Hetager Drilling, Inc. | Director |
| HETAGER - L. G. Hetager Drilling, Inc. | Chairman |
| PUNXSYDRILLING - Punxsy Drilling Company | Director |
| PUNXSYDRILLING - Punxsy Drilling Company | Chairman |

**CERTIFICATION**

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

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

Sworn to before me this 31 day of March, 2016

Notary Public

LUKESHWARIE SINGH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 21, 2018
I.D. # 2379185

Name of submitting business: Gannett Fleming Engineers, PC

By: James R. Laurita, PE
Print name

Signature

Director/Chairman
Title

03 / 31 / 2016
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: March 31, 2016

1) Proposer's Legal Name: Gannett Fleming Engineers, PC

2) Address of Place of Business: 100 Crossways Park West, Suite 300, Woodbury, NY 11797

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): N/A

Phone : (516) 364-4140

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 83-241-9894

5) Federal I.D. Number: 52-2151596

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) **Professional Corporation**

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: The W+M Group subleases GFEPC office space.

8) Does this business control one or more other businesses? Yes __ No X 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 X No ___ If Yes, provide details. GFEAPC is an affiliate of GFEPC and the entity is controlled by Gannett Fleming, Inc. The shareholders of GFEPC are James R. Laurita and John W. Kovacs.

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 X 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 X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

_____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

_____

_____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

_____

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

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge._____

_____

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge._____

_____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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.

Gannett Fleming has a Code of Ethics and Conflict of Interest policy that requires the reporting of any potential conflicts to the Ethics Officer, who provides conflict checks and advice regarding the avoidance of conflicts of interest.

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. **Please see attached proposal.**

Should the proposer be other than an individual, the Proposal **MUST** include: **Please see attached proposal.**

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. **101**

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. **Please see attached proposal.**

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 Nassau County Department of Public Works

Contact Person Joseph Davenport, Pe

Address 1194 Prospect Avenue

City/State Westbury, NY 11590

Telephone (516) 571-9608

Fax # N/A

E-Mail Address jdavenport@nassaucountyny.gov

Company New York City Department of Environmental Protection

Contact Person Jerry Fragias

Address 59-17 Junction Boulevard

City/State Flushing, NY 11373

Telephone (718) 595-4969

Fax # N/A

E-Mail Address jfragias@dep.nyc.gov

Company Suffolk County Department of Public Works

Contact Person Joseph Donovan, PE

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone (631) 852-4184

Fax # N/A

E-Mail Address public.works@suffolkcountyny.gov

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, James R. Laurita, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31 day of March 2016

Notary Public

LUKESHWARIE SINGH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 21, 2018
I.D. # 2379185

Gannett Fleming Engineers, PC
Name of submitting business

James R. Laurita, PE
Print name

Signature

Director/Chairman
Title

03 / 31 / 2016
Date

# COUNTY OF NASSAU

## CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Gannett Fleming Engineers, P.C.

   Address: Suite 300, 100 Crossways Park West

   City, State and Zip Code: Woodbury, NY 11797-2012

2. Entity's Vendor Identification Number: 52-2151596

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp Professional Corporation Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Please see attached list of Officers and Directors. (Please refer to the address listed in No. 1.)

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

James R. Laurita, PE, Two Penn Plaza, Suite 552, 380 Seventh Avenue, New York, NY 10121

John W. Kovacs, Foster Plaza III, Suite 200, 601 Holiday Drive, Pittsburgh, PA 15220

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.

Gannett Fleming, Inc. and Gannett Fleming Engineers and Architects, P.C. are both affiliated with Gannett Fleming Engineers, P.C. No employees from Gannett Fleming, Inc. will perform work on this contract. Employees from Gannett Fleming Engineers and Architects, P.C. will take part in the performance of this contract. Please see the attached Vendor Disclosure Form for Gannett Fleming Engineers and Architects, P.C.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/ matter; however, Gannett Fleming E&A P.C. does have a relationship with Park Strategies, which is registered with Nassau County and New York State and has provided introductions to Nassau County personnel in the past.)

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Please see the answer to 7A.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: February 11, 2016

Signed: [signature]

Print Name: James R. Laurita, PE

Title: Director/Chairman

**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.

**Gannett Fleming Engineers, P.C.**

Officers and Directors

Last Changed 12/31/2014

| | | |
|---|---|---|
| * | Laurita, James R | Chairman |
| * | Papamichael, Fotios | President |
| * | Papamichael, Fotios | Treasurer |
| * | Kovacs, John W | Senior Vice President |
| * | Kovacs, John W | Secretary |
| | Bartoldus, Doreen M | Vice President |
| | Hadjiyane, Stephen | Vice President |
| | Hadjiyane, Stephen | Assistant Secretary |
| | Hair, Glen L | Vice President |
| | Inyard, Frederick H | Vice President |
| | Schweiger, Paul G | Vice President |

* = Director

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Gannett Fleming Engineers and Architects, PC

Address: 100 Crossways Park West, Suite 300

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 23-2935505

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____X___Other (specify) Professional Corporation

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):

Please see attached list of Officers and Directors. (Please refer to the attached form)

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

James R. Laurita, PE, Two Penn Plaza, Suite 552, 380 Seventh Ave., New York, NY 10121

John W. Kovacs, Foster Plaza III, Suite 200, 601 Holiday Drive, Pittsburgh, PA 15220

Harry T. Osborne, Southfield Center, Suite 205, One Cragwood Road, South Plainfield, NJ 07080

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.

Gannett Fleming Engineers and Architects, PC is an affiliate of Gannett Fleming, Inc. and Gannett Fleming Engineers, PC. Gannett Fleming, Inc. will not take part in the perf ormance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None/ Not applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/ matter; however, Gannett Fleming Engineers &Architects PC does have a relationship with Park Strategies, which is registered with Nassau County and New York State and has provided introductions to Nassau County personnel in the past.)

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

Please see answer to 7A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Please see answer to 7A.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: February 11, 2016

Signed: James R. Laurita

Print Name: James R. Laurita, PE

Title: 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.

**Gannett Fleming Engineers and Architects, PC**

Vendor Disclourse Form Question 4

| Name | Business Address | Telephone |
|---|---|---|
| Doreen M. Bartoldus | 100 Crossways Park West<br>Woodbury, NY 11797 | (516) 6364-4140 |
| Charles H. Beauduy | 207 Senate Ave.<br>Camp Hill, PA 17011 | (717) 762-8150 |
| Thomas Daley | 333 Elm Street<br>Dedham, MA 02026 | (781) 326-4605 |
| Stephen Gerlach | 7133 Rutherford Rd<br>Baltimore, MD 21244 | (443) 348-2017 |
| Glen L. Hair | 207 Senate Ave.<br>Camp Hill, PA 17011 | (717) 762-8150 |
| Stephen Hadjiyane | 100 Crossways Park West<br>Woodbury, NJ 11797 | (516) 6364-4140 |
| Steven I. Hawtof | 7133 Rutherford Rd<br>Baltimore, MD 21244 | (443) 348-2017 |
| Arthur G. Hoffman, Jr. | 207 Senate Ave.<br>Camp Hill, PA 17011 | (717) 762-8150 |
| Rodney E. Holderbaum | 207 Senate Ave.<br>Camp Hill, PA 17011 | (717) 762-8150 |
| Frederick H. Inyard | 100 Crossways Park West<br>Woodbury, NY 11797 | (516) 6364-4140 |
| John R. Kenny | 3838 North Central Ave.<br>Phoenix, AZ 85012 | (602) 553-8817 |
| John W. Kovacs | 730 Holiday Drive<br>Pittsburgh, PA 15220 | (412) 922-5575 |
| James R. Laurita | Two Penn Plaza,<br>380 Seventh Ave.<br>New York, NY 10121 | (212) 268-6684 |
| George S. Link | 5 Eves Drive<br>Marlton, NJ 08053 | (856) 396-2226 |
| Michael T. McNamara | 1010 Adams Ave<br>Audubon, PA 19403 | (610) 650-8101 |
| Donald G. Morosky | 207 Senate Ave.<br>Camp Hill, PA 17011 | (717) 762-8150 |
| Bryan P. Mulqueen | 2610 Wycliff Road<br>Raleigh, NC 27607 | (919) 420-7611 |
| Charles R. Norrish, III | 2189 Silas Deane Highway<br>Rocky Hill, CT 06067 | (860) 529-8700 |
| Harry T. Osborne | 1 Cragwood Rd<br>South Plainfield, NJ 07080 | (908) 755-0040 |
| Fotios Papmichael | 100 Crossways Park West<br>Woodbury, NY 11797 | (516) 6364-4140 |
| John D. Purdy | Two Penn Plaza,<br>380 Seventh Ave.<br>New York, NY 10121 | (212) 268-6684 |
| Thomas B. Pursel | 207 Senate Ave.<br>Camp Hill, PA 17011 | (717) 762-8150 |

| | | |
|---|---|---|
| Joseph Rikk, Jr. | 4151 Executive Parkway<br>Westerville, OH 43081 | (614) 794-9424 |
| Warren A. Barrett | 7133 Rutherford Rd.,<br>Baltimore, MD 21244 | (443) 348-2017 |
| Giuseppe Tulumello | Two Penn Plaza,<br>380 Seventh Ave.<br>New York, NY 10121 | (212) 268-6684 |
| Mitchell W. Weber | 300 North Cleveland-<br>Massillon Rd<br>Akron, OH 44333 | (330) 668-8800 |

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GANNETT FLEMING ENGINEERS, P.C.

WHEREAS, the County has negotiated a personal services agreement with Gannett Fleming Engineers, P.C. for construction management services for Flood Protection Phase I- Stormwater Pumping Stations project at the Bay Park Sewage Treatment Plant, 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 authorize the County Executive to execute the said agreement with Gannett Fleming Engineers, P.C.

# CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Gannett Fleming Engineers P.C., a consulting engineering firm having its principal office at 100 Crossways Park West, Suite 300, Woodbury, New York 11797 (the "Firm" or "Contractor")..

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term.

This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the twenty seventh (27th month anniversary of the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement one year delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the Flood Protection Phase I – Stormwater Pumping Stations project at the Bay Park Sewage Treatment Plant shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in

furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million Three Hundred Thirty Thousand Seven Hundred Ninety Four ($1,330,794) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm 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 Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (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).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, 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.

7. Compliance with Law.

(a) Generally. The Firm 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, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE"" attached hereto and hereby made a part hereof. 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 Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm 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) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm 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 Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm 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 Firm or a Firm 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm 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 Firm and/or a Firm Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm'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 Firm 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 Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm 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 Firm 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 Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm 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 Firm to maintain Workers'

Compensation Insurance shall render this contract void and of no effect. The failure of the Firm 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.

11. 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.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, 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 Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm'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 Firm 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 Firm 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 Firm'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) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm 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 Firm

is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the 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.

14. 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 Firm 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 Firm 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 Firm shall allege that the above-described actions and inactions preceded the Firm'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.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. 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.

17. 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 Firm 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 Firm, to the attention of the person who executed this Agreement on

behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) 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.

19. 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.

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.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such

entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. 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 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.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

GANNETT FLEMING ENGINEERS, P.C.

By: _____
Name: FOTIOS PAPAMICHAEL
Title: PRESIDENT
Date: 12/23/2015

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
□ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 23 day of December in the year 2015 before me personally came Fotios Papamichael to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of Gannett Fleming Engineers, P.C., 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

MIRA M TAGLIENTO
Notary Public - State of New York
NO. 01TA6138664
Qualified in Nassau County
My Commission Expires 12/27/17

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is 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

# EXHIBIT "A"

## DETAILED SCOPE OF SERVICES

The FIRM shall provide comprehensive construction and post-construction phase services. The scope of services to be performed in the respective phases (which will overlap) is summarized below.

**Construction Phase Services**

Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for 25 months. The CM should include one (1) month of pre-construction duties and one (1) month post-construction duties as noted in Section 1 in their proposal.

General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC"). The Program Manager will perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project, and will advise the CM of the PLA requirements for this particular project. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures, as well as a copy of the Bay Park Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the Construction Contractor (CC). The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents, based upon the guidelines presented in the Bay Park Program Construction Management Manual. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Program Manager, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or

necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same.. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

Information Management System – The PM has implemented an information management system (Microsoft Sharepoint in conjunction with Oracle Contract Management) to track and update the status of all pertinent project information. The CM shall reimburse the PM for the cost associated with obtaining and maintaining a license for Contract Management and shall attend training sessions provided by the PM. The CM shall upload all project documents upon receipt from the CC, per the templates developed by the PM. The CM shall utilize the system to generate logs and variance reports which shall be provided to the PM The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents, which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. The CM shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer, all distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

Meetings – Schedule and conduct regular weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend weekly meetings with the County, the Program Manager and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, and 1 copy to the Program Manager no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

A. Executive Summary
B. Progress Narrative - supported by photographs and the project schedule updated to show progress
C. Issues Report - Report on all critical and important issues, which require the attention of the County
D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
F. Budget Report
G. Log of Non-conforming or deficient work
H. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.

Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, the Program Manager and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the Department and the Program Manager of its adequacy.

Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County and the Program Manager, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County and the Program Manager of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information

System.

Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial work the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

Field Office - The CM will be provided space at the Bay Park Sewage Treatment Plant for use as temporary offices, during the construction phase. This will either be on the 2nd floor of the Administration Building and/or in field trailers located on site. All CM's office equipment and supplies, including, but not limited to computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained, and subsequently removed by the CM, and the cost of same is included in the CM's Fee. Telephone service and up to 2 lines and telephones will be provided to the CM for exclusive use on this project, by the County.

New York State Revolving Fund Project –The County anticipates funding for this project under the New York State Revolving Fund Program. Accordingly, the CM will be required to comply with Program requirements as well as responsible to assure that the contractor(s) comply with the New York State Environmental Facilities Corporation (NYSEFC) bid packet and guidance documents and forms which are part of the contract documents. The CM will be responsible to administer this program on behalf of the County and provide the NYSEFC with the required compliance information.

**2.2 Construction Services**

Contract Closeout - Conduct final inspections with Design Engineer, the Program Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations,

and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

# EXHIBIT "B"

## PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

**A. BASIC SERVICES {Not-to-Exceed Fee}**

In consideration of all services, ~~exclusive~~ inclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed {write the number in words and numerically} one million three hundred thirty thousand seven hundred ninety four ($1,330,794) dollars. The Firm shall be compensated for such services by an amount equal to two and one quarter (2.25) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits

**B. REIMBURABLE EXPENSES**

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.

2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule (Attached). The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars ($175.00)

{Insert staffing schedule, with titles, hourly rates and multipliers here}

| Firm | Employee Name | Title | H. Rate/hr | Multiplier | Total Rate | Hours | Proposed Cost |
|---|---|---|---|---|---|---|---|
| Gannett Fleming | Doreen Bartoldus, PE, CCM | Construction Manager | $ 105.00 | 1.67 | $ 175.00 | 90 | $ 15,750.0 |
| Gannett Fleming | Lazarus Francino, PE | Resident Engineer | $ 66.00 | 2.25 | $ 148.50 | 4080 | $ 605,880.0 |
| Gannett Fleming | Eric Wyluda | Office Engineer | $ 31.00 | 1.94 | $ 60.14 | 800 | $ 48,112.0 |
| Gannett Fleming | Stanley Michalowski | Project Controls/Scheduler | $ 69.01 | 2.25 | $ 155.27 | 124 | $ 19,253.7 |
| Gannett Fleming | Brian Walker | Special Inspector (Concrete) | $ 51.00 | 2.25 | $ 114.75 | 220 | $ 25,245.0 |
| Gannett Fleming | Eric Wyluda | Civil Inspector | $ 31.00 | 2.25 | $ 69.75 | 1488 | $ 103,788.0 |
| Tecnho | Talait Warsi | Mechanical Inspector | $ 52.50 | 2.17 | $ 113.93 | 1763 | $ 200,849.7 |
| SSS (WBE) | Leslie Birnbaum | Health and Safety | $ 80.00 | 1.81 | $ 144.80 | 16 | $ 2,316.8 |
| SSS (WBE) | UBIRAJARA B. FRANCO | Health and Safety | $ 40.50 | 1.81 | $ 73.31 | 34 | $ 2,492.3 |

Gannett Fleming

GANNETT FLEMING ENGINEERS, P.C.
100 Crossways Park West
Suite 300
Woodbury, NY 11797

**Office: (516) 364-4140**
Fax: (516) 921-1565
Internet:www.gannettfleming.com

## Maximum Hourly Wage Rates

Maximum hourly wage rates by job classification are:

| *Job Classification* | *Max Wage Rate/hr* |
|---|---|
| Construction Manager | $ 112.00 |
| Resident Engineer | $ 72.00 |
| Office Engineer | $ 49.00 |
| Project Controls/Scheduler | $ 72.00 |
| Civil Inspector | $ 55.00 |
| Mechanical/Electrical Inspector | $ 62.00 |
| Special Inspector (Concrete) | $ 55.00 |
| Health and Safety CSP | $ 82.00 |
| Health and Safety Field | $ 45.00 |

Sincerely,
GANNETT FLEMING ENGINEERS, P.C.

FOTIOS PARAMICHAEL, P.E.
President

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:

   James R. Laurita, PE _____ (Name)

   100 Crossways Park West, Suite 300, Woodbury, NY 11797 _____ (Address)

   (516) 364-4140 _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

August 28, 2015
Dated

Signature of Chief Executive Officer

James R. Laurita, PE
Name of Chief Executive Officer

Sworn to before me this

28 day of August, 2015.

Lukeshwarie Singh
**Notary Public**

LUKESHWARIE SINGH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 21, 2018
I.D. # 2379185

## AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT REQUIREMENTS
### NEW YORK STATE REVOLVING FUND (SRF)

I, James R. Laurita, PE (Name of Representative), am the authorized representative of Gannett Fleming Engineers, P.C. (Name of Contractor/Service Provider)
I hereby certify that Gannett Fleming Engineers, P.C. (Name of Contractor/Service Provider) will abide by the equal employment opportunity (EEO) policy statement provisions outlined below.

(i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.

(ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.

(iii) An agreement to 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

(iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X James R. Laurita

James R. Laurita, PE, Director/Chairman
Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

## AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT REQUIREMENTS
### NEW YORK STATE REVOLVING FUND (SRF)

I, Leslie Birnbaum (Name of Representative), am the authorized representative of Site Safety Solutions LLC. (Name of Contractor/Service Provider)
I hereby certify that Site Safety Solutions (Name of Contractor/Service Provider) will abide by the equal employment opportunity (EEO) policy statement provisions outlined below.

(i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.

(ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.

(iii) An agreement to 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

(iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X _____

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

## AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT REQUIREMENTS
### NEW YORK STATE REVOLVING FUND (SRF)

I, Khalid Mallick, PE (Name of Representative), am the authorized representative of Techno Consult, Inc. (Name of Contractor/Service Provider). I hereby certify that Techno Consult, Inc. (Name of Contractor/Service Provider) will abide by the equal employment opportunity (EEO) policy statement provisions outlined below.

(i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.

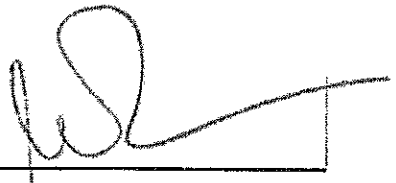
(ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.

(iii) An agreement to 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

(iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X 

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

# NY State Revolving Fund
# **MWBE / EEO / AIS**
# Bid Packet for

# Non-Construction Contracts

Effective October 1, 2014

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
(800) 882 9721
P: (518) 402-7396 F: (518) 402-7456
www.efc.ny.gov

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# BID PACKET FOR NON-CONSTRUCTION CONTRACTS

## NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS

Administered by the New York State Environmental Facilities Corporation (EFC)

"Non-Construction Contracts" means any written agreement, and amendment(s) thereto, where the recipient is committed to expend or does expend funds in return for labor, services (including legal, financial, technical, and other professional services), travel, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency.

## Contents of Bid Packet

**Part 1: REQUIRED CONTRACT LANGUAGE** ..... 4

*The required contract language to be inserted into all non-construction contracts to satisfy Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE), Minority & Women Owned Business Enterprise (MWBE), American Iron and Steel (AIS) and some other Clean/Drinking Water State Revolving Fund (SRF) Program requirements*

**Part 2: GUIDANCE MATERIALS** ..... 12

*A description of the program requirements as they relate to non-construction contracts funded in whole or in part by the New York State Revolving Funds – all contracts and subcontracts.*

*Checklists summarizing important required forms or steps to be completed by the Contractor are included at the end of this section.*

**Part 3: REQUIRED FORMS** ..... 32

*Copies of required forms are included at the end of this packet for the Service Provider's use. All forms can be found on the EFC website (www.efc.gov).*

*Text Left Blank*

# PART 1:

# REQUIRED CONTRACT LANGUAGE

This Part 1 is to be inserted in its entirety for ALL non-construction contracts and subcontracts funded in whole or in part with SRF funds.

Check EFC's website (www.efc.ny.gov) for updates.

**Please note that the contractual language in its entirety is not necessarily applicable to all projects. Information is provided in parentheses below each program section within to identify circumstances when certain language is not applicable.**

## Table of Contents

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EEO AND MWBE LANGAUGE, GOALS AND OTHER PROGRAM REQUIREMENTS ..... 6

MWBE PROGRAM ..... 7

EEO PROGRAM ..... 8

DISADVANTAGED BUSINESS ENTERPRISES ..... 8

REMEDIES ..... 9

RESTRICTIONS ON LOBBYING ..... 9

AMERICAN IRON AND STEEL (AIS) REQUIREMENT ..... 9

# REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

***(Applies to all contracts)***

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and state laws, regulations, and executive orders applicable to this Project:

**Defined Terms:**

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at www.efc.ny.gov/.

The term "Service Providers" means those who provide the following: legal, engineering, financial advisory, technical, or other professional services; supplies, commodities, equipment, materials, and travel.

The term "subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Service Provider.

The term "EEO policy statement" means a statement of the Service Provider and subcontractor setting forth at least the following:

(i) A statement that the Service Provider will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.

(ii) An agreement that all of Service Provider's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

(iii) An agreement to 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, labor union, or representative will not discriminate or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the Service Provider's obligations herein.

(iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "State" means the State of New York.

The term "Treatment Works Project" means a Clean Water Act (CWA) Section 212 project. Examples include new, expanded or rehabilitated wastewater plants; sludge treatment and disposal facilities including biosolids reuse; collector, trunk and interceptor sewers; sewer rehabilitation and infiltration/inflow correction; municipally-owned sewers and treatment capacity for industrial wastewater; combined sewer overflow (CSO) abatement; stormwater resiliency and pollution abatement; energy initiatives, including energy efficiency and on-site power generator for treatment plants and sewer systems; water treatment plant filter backwash and sludge treatment; water efficiency projects, including conservation and reuse of water; septage hauling and marine vessel pump out/treatment facilities; publically-owned water conservation/reuse devices or systems; and security measures for wastewater treatment plants and sewer systems.

The terms "Nonpoint Source Projects" and "Green Infrastructure Project" mean a CWA Section 319 Project. Examples include green infrastructure projects that manage stormwater, such as constructed wetlands, biofilters, porous pavement and green roofs; waterbody restoration including stream bank stabilization and drainage erosion and sediment control; restoration of riparian vegetation, wetlands and other water bodies; land acquisition or conservation easements for water quality protection; stormwater management facilities, such as street sweepers and catch basin vacuum vehicles, sediment traps and basins; and capping and closure of municipal solid waste landfills, landfill reclamation, landfill leachate collection, storage and treatment of landfill gas collection and control systems.

The term "Estuary Management Program Project" means a CWA Section 320 Project. Examples include projects necessary to implement the EPA-approved Estuary Conservation and Management Plans for the New York-New Jersey Harbor; Peconic Bay; and Long Island Sound Estuaries.

## EEO AND MWBE LANGAUGE, GOALS AND OTHER PROGRAM REQUIREMENTS

***(Applies to all contracts)***

**Interpretation:**

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

**Representations and Acknowledgements of Service Provider:**

The Service Provider acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The Service Provider represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts, and an MWBE Utilization Plan (prime Service Providers only), **prior to the execution of this contract.**

Suspension/Debarment - The Service Provider is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the Service Provider nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

**Equal Employment Opportunity (EEO), Affirmative Action, MWBE and Other Covenants:**

Service Provider and subcontractor shall comply with all federal and state laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at www.efc.ny.gov/, including but not limited to the Bid Packets.

With respect to this contract, the Service Provider and subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin (including limited English proficiency), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

## MWBE PROGRAM

***(Applies to all: (1) Service Provider Contracts greater than $25,000*
*(2) Contracts that are initially under this thresholds but subsequent change orders or contract amendments increased the contract value above $25,000*
*(3) Change orders greater than $25,000)***

**MWBE Goals** - The Service Provider agrees to pursue MWBE goals in effect at the time of execution of this contract. The MWBE goals shall be applied to the total amount being funded pursuant to the grant agreement or project finance agreement with EFC.

| 10/1/2012 – Present | MWBE Combined Goal* |
|---|---|
| All counties | 20% |

*May be any combination of MBE and/or WBE participation

Service Provider shall solicit participation of MWBE firms (including subcontractors, consultants and service providers) for SRF-funded projects in accordance with the aforementioned goals. The Service Provider must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The Service Provider agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, Service Provider will reference the directory of New York State Certified MWBEs found at the following internet address: http://www.ny.newnycontracts.com/.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

**MWBE Utilization Plan** (MWBE Utilization Plan requirements apply to Service Provider. MWBE Utilization Plans are submitted to the SRF Recipient's minority business officer (MBO) prior to execution of a contract.) – Each Service Provider shall prepare an MWBE Utilization Plan, and any subsequent revisions or amendments thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the Service Provider's proposed MBE and WBE utilization for this contract and the MWBE participation goals established for this contract by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied, for certification from ESD.

In the event that the Service Provider's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, the Service Provider shall complete a waiver request as hereinafter referenced.

**Submission** – Within 30 days of execution of this contract, the Service Provider shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

**Compliance** – The Service Provider agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

**Waivers** – If the Service Provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals then, prior to execution of a contract, the Service Provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. The Service Provider is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from the Recipient, the Service Provider shall respond with a written remedy to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

The Service Provider shall comply with the requirements set forth in the Bid Packets regarding waivers.

**Required Reports – MWBE Monthly Report** – The Service Provider agrees to submit a report to the Recipient by the 3rd business day following the end of each month over the term of this contract documenting the payment made and the progress towards achievement of the MWBE goals of this contract.

## EEO PROGRAM

***(Applies to all Service Provider Contracts and Subcontracts)***

**EEO Workforce Staffing Plan**

All Service Providers and their subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the Service Provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted to the Recipient prior to execution of a contract.

**Required Reports - EEO Workforce Utilization Reports**

During the term of this contract, the Service Provider and subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. The Service Provider shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Service Provider and subcontractor's workforce does not change within the Quarterly period, the Service Provider shall notify the Recipient in writing.

## DISADVANTAGED BUSINESS ENTERPRISES

***(Applies to all contracts)***

The Service Provider and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Service Provider and subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Service Provider and subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Service Providers and subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

## REMEDIES

***(Applies to all contracts)***

Upon a determination by the Recipient of the Service Provider's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, the Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If the Service Provider or subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

The Service Provider and subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts, and an MWBE Utilization Plan, and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of Service Provider non-responsiveness.

**Liquidated or Other Damages** - If it has been determined by the Recipient or NYSEFC that the Service Provider is not in compliance with the requirements herein or refuses to comply with such requirements, or if the Service Provider is found to have wilifully and intentionally failed to comply with the MWBE participation goals, the Service Provider shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Service Provider achieved the contractual MWBE goals; and

2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, the Service Provider shall pay such liquidated damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Service Provider has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

## RESTRICTIONS ON LOBBYING

***(Applies to all contracts greater than $100,000)***

The Service Provider and subcontractor executing a contract in excess of $100,000 agree to provide to the Recipient an executed Certification For Contracts, Grants, Loans, and Cooperative Agreements 40 CFR 34, in the form attached hereto, consistent with the requirements of 40 CFR Part 34.

## AMERICAN IRON AND STEEL (AIS) REQUIREMENT

***(Applies only to Equipment and Material Supplier contracts)***

The Service Provider acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF) financial assistance ("Purchaser") that the Service Provider understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (EFC) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions

requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Service Provider pursuant to this Agreement.

The Service Provider hereby represents and warrants that:

(a) the Service Provider has reviewed and understands the American Iron and Steel Requirement,

(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and

(c) the Service Provider will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Service Provider shall permit the Recipient to recover as damages against the Service Provider any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Service Provider has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Service Provider agree that the EFC is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EFC.

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# PART 2:

# GUIDANCE MATERIALS

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# INTRODUCTION

A description of requirements as they relate to Non-Construction Contracts funded in whole or in part by the New York State Revolving Funds:

**Applicability:**
This guidance applies to Service Provider (Non-Construction) contracts are written agreements where the SRF recipient (Recipient) commits to expend funds for services (including legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or any combination thereof.

**Purpose of Documents:**
This guidance is designed to complement the required contract language as set forth in Part 1 – Required Contract Language, by providing additional information intended to assist SRF Recipients and bidders in complying with EEO, MWBE, and other requirements of the SRF programs, including:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 – "Participation by Disadvantaged Business Enterprises in US EPA Programs"
- Restrictions on Lobbying

Service Providers are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet all the requirements of MWBE & DBE regulations in a timely manner may result in withholding of disbursements of SRF funds or other remedies as cited in the SRF financing agreement. This may affect the Service Provider's payments. If this is a project with a not-for-profit entity, please contact EFC for appropriate guidance.

Reference the EFC website to ensure the most recent forms and language. (http://www.efc.ny.gov/)

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each Service Provider on an SRF funded project in order to comply with federal and New York State laws and regulations.

# SECTION 1 EQUAL EMPLOYMENT OPPORTUNITY

***(Applies to all contracts)***

## A. WORKFORCE DIVERSITY

Service Providers are required to document their efforts to meet EEO goals for the employment of minorities and women on all SRF funded projects on the EEO Workforce Utilization Report. The United States Department of Labor (DOL) has established EEO goals for employment of minority and women. The goals are available on EFC's website in the Prime Contractor Folder.

## B. EEO POLICY STATEMENT

The EEO Policy Statement is documentation of a Service Provider's policy of non-discrimination in accordance with federal and state laws. The EEO Policy Statement must: be submitted to the Recipient's minority business officer (MBO) as part of any bid proposal; include language as defined above (see Required Terms for Project Contracts and Subcontracts – EEO Policy Statement definition); and be signed by each potential bidder.

The EEO Policy Statement can be found in the required forms section of this document and on EFC's website.

## C. EEO WORKFORCE STAFFING PLAN

With the Bid, or when offering services, each Service Provider shall submit to the SRF Recipient an EEO Workforce Staffing Plan estimating the anticipated work force to be utilized on the project. The EEO Workforce Staffing Plan shall include information on the Service Provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories.

Blank EEO Workforce Staffing Plans are found in the Required Forms section of this document and on EFC's website.

## D. EEO WORKFORCE UTILIZATION REPORTS

Upon the execution of the contract and monthly thereafter, the Service Provider shall submit to the Recipient's MBO an EEO Workforce Utilization Report that documents the actual labor hours worked by ALL Service Provider AND subcontractor employees during the prior month period, on activities related to the contract, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

The EEO Workforce Utilization Report is part of the MWBE Monthly Report forms. Both the EEO Workforce Utilization Report and MWBE Monthly Report are found on the EFC website in the Prime Contractor folder.

All EEO Workforce Utilization Reports submitted by the Service Provider and subcontractor must reflect a separation of the workforce utilized in the performance of this contract from the Service Provider or subcontractor's total workforce. The EEO Workforce Utilization Report must indicate that the information provided relates to the actual workforce utilized. If the Service Provider or subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient, the Service Provider shall submit the EEO Workforce Utilization Report and indicate that the information provided is the Service Provider or subcontractor's total workforce during the subject time frame, not limited to work specifically under a particular contract.

# SECTION 2 MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE and DISADVANTAGED BUSINESS ENTERPRISE

***(DBE Applies to all contracts*

*MWBE Applies to all: (1) Service Provider Contracts greater than $25,000*
*(2) Projects that are initially under this thresholds but subsequent contract amendments increased the contract value above $25,000*
*(3) Change orders greater than $25,000)***

## A. MWBE REQUIREMENTS

Recipients, Service Provider and subcontractors must comply with New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development).

Non-construction contracts, for the purposes of SRF MWBE compliance, are written agreements between an SRF Recipient and a Service Provider (or subcontractor) whereby the SRF Recipient commits to expend funds for the services (i.e. legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or combination thereof in support of an SRF financed project.

Amendments or change orders for such non-construction contracts with a value greater than $25,000 may be subject to MWBE requirements as well. The Service Provider is to seek additional MWBE participation for the additional value of the contract unless EFC determines otherwise.

If contracts with a value of $25,000 or less have subsequent change orders or amendments that bring the total contract value to greater than $25,000, the full value of the contract will then be subject to MWBE requirements.

## B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

Based on the report, "The State of Minority and Women-Owned Business Enterprise: Evidence of New York, April 29, 2010" (NYS Disparity Study), there is a demonstrated availability of MWBEs throughout New York State. Service Providers are required to solicit participation of MWBE firms (including subcontractors, consultants, and service providers) for SRF funded projects.

MWBE participation goals will be based on the execution date of each respective contract, unless MWBE participation goals have been otherwise specified in an executed SRF grant agreement or project finance agreement.

| **10/1/2012 – Present** | MWBE Combined Goal* |
|---|---|
| All counties | 20% |

*May be any combination of MBE and/or WBE participation

| **10/1/2011 – 9/30/2012** | MWBE Combined Goal* |
|---|---|
| All counties | 10% |

*May be any combination of MBE and/or WBE participation

| **10/13/2010 – 9/30/2011** | MBE Goals | WBE Goals |
|---|---|---|
| All other counties non-NYC | 8.8% | 8.8% |
| New York City and Long Island Region (Bronx, Brooklyn, Manhattan, Queens, Staten Island, Nassau, Suffolk) | 18.8% | 20.5% |

## C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive MWBE participation credit, Service Provider that have been identified in an approved MWBE Utilization Plan (See Subsection D1 below for more information) must be certified as an MBE or WBE by the Division of Minority and Women's Business Development, Empire State

Development Corporation (ESDC). Conditional credit will be given for firms that have applications pending with ESDC.

Prime Service Providers that are certified MWBE firms will receive credit for MWBE participation.

A list of firms certified in New York State can be found on the ESD website at http://www.ny.newnycontracts.com. Searches can be performed by the business name and commodity code or business description.

## D. NON-CONSTRUCTION CONTRACTOR'S MWBE RESPONSIBILITIES

**At the Time of Bid (if applicable):**

**The completed forms listed below shall be part of the official bid submission by each competing Service Provider:**

- **EPA Form 6100-3 "DBE Subcontractor Performance Form"**
  Each potential bidder shall complete this form and submit it to the MBO for each MWBE firm contacted during the bid or proposal preparation process, and make reasonable efforts to obtain signatures from the MBEs and WBEs contacted. This form shall be completed by each potential subcontractor and submitted to the MBO as part of the bid submission.

- **EPA Form 6100-4 "DBE Subcontractor Utilization Form"**
  This form shall be completed by each potential bidder and submitted to the MBO as part of the bid submission. On this form, each bidder offers their estimated plan for MBE and WBE utilization for their contract.

  NOTE: The EEO Policy Statement should be completed and submitted at this time.

**Prior to Award of the Contract:**

- **EPA Form 6100-2 "DBE Subcontractor Participation Form"**
  Distribute the form to MWBE Subcontractors who are listed on the 6100-4 form. Submit documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was sent to the MWBE Subcontractors. (See Part 3: Required Forms)

**After Award of the Contract:**

Each prime Service Provider is obligated to seek MWBE participation and document their good faith efforts to meet MWBE goals.

1. **MWBE Utilization Plan (UP)**

   a. **Due Date:** MWBE UPs are required to be submitted to the MBO no later than the date of execution of the contract.

   b. **Preparation:** Each Service Provider shall prepare an MWBE UP that provides information describing MBEs and WBEs to be utilized during the term of the contract. The MWBE UP will reflect the EFC MWBE goals that apply to the contract as well as the Service Provider's anticipated MWBE participation. The Service Provider will transmit the completed MWBE UP form, with all pages filled out, to the MBO. Blank MWBE UP forms are available on the EFC website.

      MWBE UP revisions should be submitted to the MBO, with the next monthly report. When an MWBE UP is revised due to execution of a change order, the change order should be submitted to the MBO with the revised MWBE UP.

   c. **NYS Certified:** The MBEs and WBEs identified in the MWBE UP must be certified by, or have applied for certification from:

Empire State Development Corporation
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12245
Phone: 1-800-782-8639
http:///www.ny.newnycontracts.com

d. **Supplier Credit:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry.

"Commercially useful functions" normally include:

i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;

ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or

iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Service Provider.

iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.

MBE/WBE goal crediting:

i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.

ii. No credit will be granted for MBEs and/or WBEs that do not provide a commercially useful function

e. **Waiver Request:** If the Service Provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Service Provider shall complete the waiver request portion of the MWBE Utilization Plan, attach appropriate documentation, and submit it to the MBO. **See Section F for more information.**

f. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE UP. Upon review and application of the requirements set forth in this guidance, if the MBO finds the UP acceptable, they will forward to EFC for review. If the MBO finds the UP insufficient, they will work with the Service Provider to address deficiencies before submitting to EFC for review. A written notice of acceptance or denial will be issued by EFC within 20 business days of receipt of the UP. Upon notice of deficiency to the Service Provider from either the MBO or EFC, the Service Provider shall respond with a written remedy to such notice within seven (7) business days.

In coordination with the MBO, EFC will accept a UP upon consideration of many factors, including the following:

i. The UP indicates that the MWBE proposed goals for the project will be achieved;
ii. A prime Service Provider, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are required;
iii. Adequate documentation to demonstrate good faith effort and/or support a specialty equipment/services waiver as described in Section D2.

g. **UP Acceptance:** Within 10 days of the final acceptance of a MWBE Utilization Plan or Waiver Request, EFC will post the approved MWBE Utilization Plan or Waiver Request on the EFC website.

h. **Conditional UP:** In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.

i. **Revisions of the MWBE Utilization Plans:** If project conditions change such that the information submitted in the approved MWBE UP is no longer valid, the Service Provider shall indicate the changes to the MBO in the next monthly report. At EFC's discretion, a completely revised MWBE UP form and good faith effort documentation may be required to be submitted.

j. **Projects Co-Funded with other state/federal agencies**: In the event EFC is providing financial assistance to a project that is also financially supported by other state/federal agencies, EFC may defer to the MBE and WBE participation goals and established by those agencies.

**2. Good Faith Effort Documentation**

Prime Service Providers shall maintain documentation of their efforts to solicit participation of MWBE firms for SRF-funded projects in an effort to meet the appropriate goals. In the event respective goals are not achieved, the Service Provider must submit sufficient documentation to demonstrate good faith efforts have been made to provide opportunities to certified MWBE firms to participate in SRF-funded projects.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with or obtaining supplies or services from MBEs or WBEs.

- Printed screenshots of the directory of Certified Minority and Women Owned Businesses (MWBE directory) on ESD's website on a statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.

- Copies of timely solicitations and documentation that the Service Provider offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

  The Service Provider is to offer sufficient advance notice proportional to the size and complexity of the contract to enable MBEs and WBEs to prepare an informed response to the solicitations for participation as a subcontractor or supplier. The solicitations and responses are required to be documented in a log to be submitted in the case where the goal is not met. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log entry below:

| Date | M/WBE Type | Company | Scope of work | Contact Name | Phone/ Email | Solicitation Format | MWBE Response | Negotiation Required? | Selected? If not, Explain |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms should also be tracked on the log.

Submit the EPA 6100-3 and 6100-4 forms that are required as part of all bids or proposals. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the Contract Reporter that is free to all Service Providers - https://www.nyscr.ny.gov/. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.

- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work. Based on the NYS Disparity Study, there is a presumption of MBE and WBE statewide availability, unless information is submitted indicating otherwise.

- A written demonstration that the Service Provider offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Service Providers on another SRF funded project.

- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.

- Any other information or documentation that demonstrates the Service Provider conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, prime Service Provider and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF funded projects

- The use of certified Disadvantaged Business Enterprises (DBE), Small Business Administration (SBA), and Veteran-Owned Small Businesses (VOSB) may be considered as a demonstration of Good Faith Efforts.

**3. Subcontract Agreements**

The Service Provider shall submit copies of all legally signed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution. These subcontracts and/or purchase orders must include the following information:

a. Actual dollar amount of the subcontract;

b. A job description of the work to be performed by the subcontractor;

c. Signatures of both parties;

d. Date of execution;

e. MWBE language (included in this bid packet); and

f. A signed EEO Policy Statement Agreement (See Required Forms).

NOTE: Purchase orders must be sent with copies of both sides of cancelled checks.

**4. Monthly Reports**

The Service Provider must submit monthly MWBE payment reports supplemented with proof of payment to the MBO. Blank monthly report forms are available on EFC's website or from the MBO. Monthly reports should be submitted to the MBO within 3 business days after the end of each month being reported.

As part of the Monthly Report, the Service Provider must provide documentation to the MBO that subcontractors have been paid within 30 days of receipt of payment from the Recipient.

The final monthly payment report must reflect all Utilization Plan revisions and all change orders.

**5. Other Service Provider Responsibilities**

a. Continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to an MWBE Utilization Plan must be documented in the next monthly report to the MBO for approval.

b. Provide written notification to the MBO and EFC of any termination of an MBE or WBE subcontractor. This should be reported as part of the revised MWBE Utilization Plan or in a monthly report.

c. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.

d. Make all MWBE documents and records available upon request to EFC staff, the MBO, or their authorized representatives.

e. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.

f. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

Additional guidance and requirements pertaining to the preparation and submission of the MWBE Utilization Plans can be found in the Part 1: Required Contract Language.

NOTE: Failure by the Service Provider to receive acceptance of the MWBE Utilization Plan by the Recipient or EFC may result in withholding of progress payments. Such withholding of progress payments shall not relieve the Service Provider of any contract requirements including the completion of the project within the specified contract time.

## E. SUBCONTRACTOR'S MWBE RESPONSIBILITIES

Subcontractors are those individuals or business enterprises that contract directly with Service Providers. Subcontractors should:

1. Maintain their MWBE certifications, and notify the Service Provider and MBO of any change in their certification status.

2. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.

3. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.

4. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the Service Provider prior to submission of the bid (if applicable). Provide a receipt of EPA Form 6100-2 "DBE Subcontractor Participation Form" to the Service Provider prior to award of contract.

5. Ensure that a required EEO Policy Statement is included in each subcontract. Additionally, signed versions of each subcontract should be sent to the MBO within 30 days of execution.

6. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

7. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the subcontractor is not employed as described in the MWBE Utilization Plan.

8. Perform the subcontracted scope of work in a professional and timely manner.

## F. WAIVER REQUESTS

Each Service Provider is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a Service Provider may find that it is not possible to meet the MWBE goals. In that case, the Service Provider shall request a waiver from the goals.

Even if an MWBE waiver is granted, EEO information must still be submitted. The EEO information is submitted as part of the Monthly Report.

1. **Preparation**: The Service Provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the MBO along with adequate good faith effort documentation and a letter explaining why the waiver is necessary.
2. **Waiver Review**: The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. A full or partial waiver from the MWBE goals can be requested.
3. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where:

   a. equipment is made by only one non-MWBE manufacturer,

   b. the technical contract specifications call for equipment that is not available through an MWBE supplier;

   c. the equipment is constructed on site by specially trained non-MWBE labor;

   d. the service is not available through an MWBE (such as work done by National Grid);

   e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or

   f. the service cannot be subcontracted (such as litigation services).

   If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract

amount to determine the MWBE Eligible Amount and the goals would be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

**Example:**

| | | | |
|---|---|---|---|
| $200,000 | - $50,000 | = | $150,000 |
| (Contract) | (Specialty equipment/service) | | (MWBE Eligible Amount) |

The MWBE goal is applied to the remaining balance.

A request for this specialty equipment/service deduction can be completed by filling out section two of the MWBE Utilization Plan and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described and the cost of each item. Additional documentation may be requested by the MBO or EFC.

## G. PROTESTS/COMPLAINTS

Subcontractors or Service Providers who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE/EEO Program, or wish to protest should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

## H. WASTE, FRAUD AND ABUSE

Subcontractors, contractors, Service Provider, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the EPA – Office of Inspector General Hotline at (888) 546-8740, the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3268.

## I. REMEDIES

If a Recipient makes a determination that a Service Provider has been non-responsive, is non-responsible, or is in breach as a result of a failure to comply with the program requirements discussed in Part 1: Required Contract Language, Recipient may withhold funds under the contract or take such other actions, impose liquidated damages or commence enforcement proceedings.

If a Service Provider or subcontractor fails to submit to Recipient an EEO policy statement within the required timeframe, Recipient may declare the contract to be null and void.

A failure to submit and/or adhere to an EEO policy statement and an MWBE Utilization Plan, and any other required reports, shall constitute a material breach of the terms of the contract between the Service Provider and Recipient, and justify a finding of Service Provider non-responsiveness.

# SECTION 3 RESTRICTIONS ON LOBBYING

***(Applies to contracts greater than $100,000)***

Each Service Provider and subcontractor which has a contract with Recipient exceeding $100,000 shall provide to the Recipient an executed certification on the form provided, that it will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records.

# SECTION 4 AIS REQUIREMENTS

***(Applies only to Equipment and Materials Supplier contracts)***

American Iron and Steel (AIS) requirements apply to any federally funded construction contract that meets all of the following conditions:

- For the construction, alteration, maintenance, or repair of public water system or treatment works;
- That execute a financial assistance agreement with the NYS Environmental Facilities Corporation (EFC) after January 17, 2014 for assistance through either the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF), and
- Did not have the project plans and specifications submitted for review by a NYS agency on or before January 17, 2014 and approved by a NYS agency before April 15, 2014.

The following activities must be implemented by each Service Provider on an SRF funded project in order to maintain compliance with the AIS program. These contractual obligations are included in the contract language in Part 1: Required Contract Language and expanded upon below.

## A. DEFINITIONS

It is required that all of the iron and steel products used in the project are produced in the United States. The term "**iron and steel products**" means the following products made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings
Manhole Covers
Municipal Castings (defined below);
Hydrants
Tanks
Flanges
Pipe clamps and restraints
Valves
Structural steel
Reinforced precast concrete
Construction materials (defined below)

For one of the listed products to be considered subject to the AIS requirement, it must be made of greater than 50% iron and steel, measured by material cost.

**Municipal castings** – cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches
Ballast Screen
Benches (Iron or Steel)
Bollards
Cast Bases
Cast Iron Hinged Hatches
Cast Iron Riser Rings
Catch Basin Inlet
Cleanout/Monument Boxes
Construction Covers and Frames
Curb and Corner Guards
Curb Openings
Detectable Warning Plates
Downspout Shoes (Boot, Inlet)
Drainage Grates, Frames and Curb Inlets
Inlets
Junction Boxes
Lampposts
Manhole Covers, Rings and Frames, Risers
Meter Boxes
Service Boxes
Steel Hinged Hatches
Square and Rectangular Steel Riser Rings
Trash receptacles
Tree Grates
Tree Guards
Trench Grates
Valve Boxes, Covers and Risers

**Construction Materials** – articles, materials, or supplies made primarily of iron and steel that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products:

- Wire rod
- Bar
- Angle
- Concrete Reinforcing bar
- Wire
- Wire cloth
- Wire rope and Cables
- Tubing
- Framing
- Joists
- Trusses
- Fasteners (i.e., nuts and bolts)
- Welding rods
- Decking
- Grating
- Railings
- Stairs
- Access ramps
- Fire escapes
- Ladders
- Wall panels
- Dome structures
- Roofing
- Ductwork
- Surface drains
- Cable hanging systems
- Manhole steps
- Fencing and fence tubing
- Guardrails
- Doors
- Stationary screens

**NOT Considered Construction Materials**: Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials:

- Pumps
- Motors
- Gear reducers
- Drives (including variable frequency drives (VFDs))
- Electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators),
- Mixers
- Gates
- Motorized screens (such as traveling screens)
- Blowers/aeration equipment
- Compressors
- Meters
- Sensors
- Controls and switches
- SCADA
- Metal office furniture
- Shelving
- Laboratory equipment
- Analytical instrumentation
- Dewatering equipment
- Membrane bioreactor systems
- Membrane filtration systems
- Filters
- Clarifiers and clarifier mechanisms
- Rakes
- Grinders
- Disinfection systems
- Presses (including belt presses)
- Conveyors, cranes
- HVAC (excluding ductwork)
- Water heaters
- Heat exchangers
- Generators
- Cabinetry and housings (such as electrical boxes/enclosures)
- Lighting fixtures
- Electrical conduit
- Emergency life systems

## B. CERTIFICATION

Each Service Provider that has a contract with the Recipient shall provide to the Recipient an executed certification on the form provided, that the iron and steel products and/or materials used on this project are in full compliance with the American Iron and Steel requirements in accordance with the provisions of the Consolidated Appropriations Act, and to maintain such certification for their own records.

It is recommended that a step certification process is used, in which each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification typically includes:

a. the name of the manufacturer

b. the location of the manufacturing facility where the product or process took place (not its headquarters)

c. a description of the product or item being delivered

d. a signature by a manufacturer's responsible party

These certifications should be collected and maintained by Recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or Service Provider, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information.

## C. WAIVER REQUESTS

The EPA is allowed to issue waivers from the AIS requirements when:

- The application of the AIS requirements would be inconsistent with the public interest;
- Iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or
- Inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

AIS waivers can be product-specific, project-specific, regional, or nationwide. Waiver requests can only be submitted by either EFC or DOH to EPA, and only EPA can approve an AIS waiver. If the Service Provider is considering requesting an AIS waiver, documentation as described in the EPA guidance should be developed and submitted to the EFC or DOH Project Engineer. See EFC's website for EPA guidance.

### 1. Waiver Documentation:

The Service Provider shall complete the waiver request to the Recipient along with adequate good faith effort documentation. Waiver requests should include the following information:

a. Description of the foreign and domestic construction materials
b. Unit of measure
c. Quantity
d. Price
e. Time of delivery or availability
f. Location of the construction project
g. Name and address of the proposed supplier

h. A detailed justification for the use of foreign construction materials

For **Cost Waiver Requests**, the Service Provider should compare the overall cost of the project with domestic iron and steel products to overall cost of the project with foreign iron and steel products. Relevant excerpts from the bid documents used by the Service Providers to complete the comparison, as well as supporting documentation indicating that the Service Providers made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers may be used.

For **Availability Waiver Requests**, the request must include the following supporting documentation necessary to demonstrate the availability, quantity and/or quality of the materials for which the waiver is requested:

a. Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials

b. Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers

c. Project schedule

d. Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials

Availability Waiver Requests should include a statement from the prime Service Provider and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought.

2. **Waiver Review**:

The Recipient and EFC will review each waiver request based on the criteria presented above and the documentation submitted with the waiver request. EFC will submit waiver request directly to EPA for final approval of submission. Granting a waiver is a three-step process:

a. Posting – After receiving an application for waiver of the AIS requirements, EPA will publish the request on its website for 15 days and receive informal comment.

b. Evaluation – EPA will review the application to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to make a determination.

c. Determination – In the event that EPA finds that adequate documentation and justification has been submitted, the EPA may grant a waiver to the Recipient. The Recipient should keep a copy of the signed waiver in its project files.

## D. DE MINIMIS WAIVER

The AIS de minimis waiver allows that incidental iron and steel components that are tracked in a certain manner are exempt for the AIS requirements. Items that can be subject to the de minimis waiver must be:

1. Essential, but incidental to the construction
2. Incorporated into the physical structure of the project. and
3. Often are low cost and procured in bulk.

Examples items eligible for de minimis tracking include: washers, screws, nuts, bolts, fasteners, miscellaneous wire, corner bead, ancillary tubing, etc.

Examples of items that are NOT incidental and cannot be considered for de minimis tracking include: process fittings, tees, elbows, flanges, brackets, valves, sewer or water pipes for distribution, treatment or storage tanks, large structural support systems, etc.

To comply with the de minimis waiver, all items that are waived must meet the above criteria and must be 5% or less of the total cost of materials incorporated into the project. This can be measured on a project basis, or on a contract-by-contract basis, as long as the cost of the tracked de minimis iron and steel items is 5% or less of the total material cost of materials incorporated into the project.

Service Providers should prepare a record, in spreadsheet form, which tracks the cost of all materials incorporated into the project. This spreadsheet can be either project specific or contract specific. If contract specific, a material tracking record for each construction contract should be prepared and items that are subject to the AIS de minimis waiver highlighted. There should be a clear calculation available to indicate that the cost of the de minimis iron and steel items is 5% or less of the total cost of all materials.

## E. INSPECTIONS

EFC or DOH can be expected to conduct occasional site inspections that will include a review of AIS documentation for the project. Items that will be reviewed during these inspections include:

1. AIS certifications from vendors, suppliers, or manufacturers;
2. Contract and subcontracts to verify that the AIS contractual language has been included; and
3. The lists of the incidental iron and steel project components that are claimed under the AIS de minimis waiver.

## F. BEST PRACTICES

The following Best Practices are suggestions and recommendations for the Service Provider to remain in compliance with the AIS program. The EFC can be contacted directly with any questions regarding compliance.

1. The Service Provider should carefully review the plans and specifications prepared to identify iron and steel products (as defined previously in Section 5.A) used in each project and incorporate American-made iron and steel at the time of bid.
2. The Service Provider should acquire product certifications from all suppliers and manufacturers for iron and steel products verifying that the products used in the project are American-made. These certifications should be kept on file for the duration of the project and provided to the SRF Recipient.
3. The product/manufacturer certifications should be submitted with each equipment/material submittal to the Recipient and/or Engineer. The Service Provider should retain all delivery slips, certifications and approved submittals in their file for the duration of the project.

# EEO PROGRAM CHECKLIST

**The EEO program is required of all contracts.**

**The following forms must be completed and submitted to the Recipient. Refer to the applicable sections in the Guidance for further information.**

| At the Time of Bid: | Guidance Reference |
|---|---|
| ☐ EEO Policy Statement | Section 1.B |
| ☐ EEO Workforce Staffing Plan | Section 1.C |
| **After Contract Award:** | |
| ☐ EEO Utilization Report | Section 1.D |

# MWBE and DBE PROGRAM CHECKLIST

**Service Providers must comply with the MWBE program if "yes" is answered for ANY of the following questions. The DBE program is required of all contracts.**

| Yes | No | |
|---|---|---|
| ☐ | ☐ | The Service Provider contract greater than $25,000. |
| ☐ | ☐ | The initial Service Provider contract was $25,000 or less, but a subsequent change order increased the total contracted value over $25,000. |
| ☐ | ☐ | A contract amendment was approved that is greater than $25,000. |
| ☐ | ☐ | A partial or full waiver was not approved by the EFC. |

**If you answered YES to any of the above, then the following MWBE forms must be completed and submitted to the Recipient. The DBE forms are required of all contracts that are bid. Refer to the applicable sections in the Guidance for further information.**

| At the Time of Bid: | Guidance Reference |
|---|---|
| ☐ EPA Form 6100-3: "DBE Subcontractor Performance Form" | Section 2.D |
| ☐ EPA Form 6100-4: "DBE Subcontractor Utilization Form" | Section 2.D |
| **Prior to Contract Award** | |
| ☐ EPA Form 6100-2: "DBE Subcontractor Participation Form" | Section 2.D |
| **After Contract Award** | |
| ☐ MWBE Utilization Plan and/or Waiver Request and any revisions subsequent to approval | Section 2.D.1 |
| ☐ Good Faith Effort Documentation (if submitting a waiver) | Section 2.D.2 |
| ☐ All executed subcontracts, agreements and purchase orders | Section 2.D.3 |
| ☐ Proof of payment to MWBE firms | Section 2.D.4 |
| ☐ Monthly MWBE Reports | Section 2.D.4 |

# AMERICAN IRON AND STEEL (AIS) REQUIREMENTS CHECKLIST

**Service Providers must comply with the AIS program if "yes" is answered for ALL of the following questions.**

| Yes | No | |
|---|---|---|
| ☐ | ☐ | As part of your scope of services you are supplying the Recipient with construction materials or equipment to be installed as part of this project. |
| ☐ | ☐ | This project involves the construction, alteration, maintenance, or repair of a public water system (DWSRF) or treatment works (CWSRF). Examples of treatment works include but are not limited to collection systems, pump stations, and wastewater treatment plants (see Definitions). |
| ☐ | ☐ | A financing assistance agreement with the NYS Environmental Facilities Corporation (EFC) was executed after January 17 for assistance through either the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). |
| ☐ | ☐ | The project did not have the project plans and specifications submitted for review by a NYS agency on or before January 17, 2014 and approved by a NYS agency before April 15, 2014. |

**If you answered YES to all of the above, then the following forms must be completed and submitted to the Recipient. Refer to the applicable sections in the Guidance for further information.**

| After Contract Award | **Guidance Reference** |
|---|---|
| ☐ AIS Compliance Certifications for all applicable iron and steel products | Section 4.B |

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# PART 3:

# **REQUIRED FORMS**

# FOR NON-CONSTRUCTION CONTRACTS

All required forms can be found on the EFC website (www.efc.ny.gov)

**The following SRF forms are provided and may be required. Please refer to the Guidance Section Checklists to determine which forms are applicable to your project.**

| | Guidance Reference |
|---|---|
| ☐ EEO Policy Statement | Section 1.B |
| ☐ EEO Staffing Plan (form available online only) | Section 1.C |
| ☐ EEO Workforce Utilization Report (form available online only) | Section 1.D |
| ☐ MWBE Utilization Plan & Waiver Request Form (form available online only) | Section 2.D.1 |
| ☐ Contractor's MWBE Monthly Report & EEO Workforce Utilization Report Form (form available online only) | Section 2.D.4 |
| ☐ EPA Form 6100-2 "DBE Subcontractor Participation Form" | Section 2.D |
| ☐ EPA Form 6100-3 "DBE Subcontractor Performance Form" | Section 2.D |
| ☐ EPA Form 6100-4 "DBE Subcontractor Utilization Form" | Section 2.D |
| ☐ Lobbying Certification (Certification for Contracts, Grants, Loans, and Cooperative Agreements 30 CFR 34) | Section 3 |
| ☐ AIS Compliance Certification | Section 4.B |

## AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT REQUIREMENTS
### NEW YORK STATE REVOLVING FUND (SRF)

I, _____, am the authorized representative of _____.
Name of Representative — Name of Contractor/Service Provider

I hereby certify that _____ will abide by the equal employment opportunity (EEO) policy statement provisions outlined below.
Name of Contractor/Service Provider

(i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.

(ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.

(iii) An agreement to 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, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

(iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X _____

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program**
**DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

| | | |
|---|---|---|
| Subcontractor Name | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact |
| Address | | |
| Telephone No. | Email Address | |
| Prime Contractor Name | Issuing/Funding Entity: | |

| Contract Item Number | Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies | Amount Received by Prime Contractor |
|---|---|---|
| | | |

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program**
**DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

| Subcontractor Signature | Print Name |
|---|---|
| | |
| **Title** | **Date** |
| | |

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program**
**DBE Subcontractor Performance Form**

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

| | | |
|---|---|---|
| Subcontractor Name | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact |
| Address | | |
| Telephone No. | Email Address | |
| Prime Contractor Name | Issuing/Funding Entity: | |

| Contract Item Number | Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies | Price of Work Submitted to the Prime Contractor |
|---|---|---|
| | | |

| | |
|---|---|
| DBE Certified By: ○ DOT ○ SBA<br>○ Other: _____ | Meets/ exceeds EPA certification standards?<br>○ YES ○ NO ○ Unknown |

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program**
**DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| Prime Contractor Signature | Print Name |
|---|---|
| | |
| **Title** | **Date** |
| | |

| Subcontractor Signature | Print Name |
|---|---|
| | |
| **Title** | **Date** |
| | |

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

## Certification Regarding
## Debarment, Suspension, Ineligibility and Voluntary Exclusion
## Lower Tier Covered Transactions
## (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).
**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Stephen Hadjiyane Vice President 1/12/16
Name and Title of Authorized Representative m/d/yy

[signature] 1/12/16
Signature Date

Gannett Fleming Engineers, P.C.
Name of Organization

100 Crossways Park W Ste 300 Woodbury, NY 11797
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**
(Revised 09/2014)

| SECTION 1: MUNICIPAL INFORMATION | | | |
|---|---|---|---|
| **Recipient/Municipality:** | | **County:** | |
| **SRF Project No.:** | **GIGP No.:** | **Contract ID:** | **Registration No. (NYC only):** |
| **Minority Business Officer:** | | **Email:** | **Phone #:** |
| **Address of MBO:** | | | |
| **Signature of MBO:** (Required even if Authorized Rep. is filled out) ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | | | **Date:** |
| ***Complete if applicable: MBO may authorize representative to complete & submit quarterly payment reports.*** | | | |
| **Authorized Representative:** | | **Title:** | |
| **Authorized Rep. Company:** | | **Email:** | **Phone #:** |
| **Electronic Signature of Authorized Rep.:** ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | | | **Date:** |

| SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION | | | | |
|---|---|---|---|---|
| **If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at www.efc.ny.gov/mwbe** | | | | |
| **Firm Name:** Gannett Fleming Engineers, PC | | | **Contract Type:** ☐ Construction ☒ Other Services | |
| **Prime Firm is Certified as:** ☐ MBE ☐ WBE ☒ N/A ☐ Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE. | | | | |
| **Address:** Suite 300, 100 Crossways Park West, Woodbury, NY 11797-2012 | | **Phone #:** (516) 364-4140 | **Fed. Employer ID #:** 52-2151596 | |
| **Description of Work:** Construction Management Services for Stormwater Pumping Stations at the Bay Park Sewage Treatment Plant | | | | |
| **Award Date:** 12/2015 | **Start Date:** 01/2016 | **Completion Date:** 02/2018 | **MWBE GOAL Total** | **PROPOSED MWBE Participation** |
| **Total Contract Amount:** $ 1,023,687.74<br>**MWBE Eligible Contract Amount:** $ 205,658.95<br>(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers) | | | **M/WBE:** 20% $ 204,737.54 | **MBE:** 19.62% $ 200,849.78 |
| | | | | **WBE:** 0.47% $ 4,809.17 |
| | | | **Total: 20% $ 204,737.54** | **Total: 20.09% $ 205,658.95** |
| ***If waivers are requested, documentation must be attached:*** ☐ **Full Waiver** (No Participation) ☐ **Partial Waiver** (Short of the MWBE Goal) | | | | |
| ☐ **Specialty Equipment/Services Waiver** (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached) | | | | |
| **Electronic Signature of Contractor:** ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.<br>**Name** (Please Type): Doreen M. Bartoldus, PE, CCM, LEED GA, ENV SP, *Vice President* | | | | **Date:** 01/07/16 |

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**
(Revised 09/2014)

| SECTION 3: UTILIZATION PLAN | | | | |
|---|---|---|---|---|
| **This Submittal is:** ☒ The First/Original Utilization Plan ☐ Revised Utilization Plan #: | | | | |
| **NYS Certified M/WBE Contractor & Subcontractor Info** (MBO to check certifications) | | **Contract Amount:** | | **For EFC Use:** |
| | | **MBE ($)** | **WBE ($)** | |
| **Name:** Techno Consult, Inc. | **Fed. Employer ID#:** | **$200,849.78** | N/A | |
| **Address:** 5 Independence Way, Suite 150, Princeton, NJ 08540 | **Phone #:** (609) 720-1200 | | | |
| **Scope of Work:** Mechanical and Electrical Inspection | **Email:** KMallick@techno-eng.com | | | |
| Select Only One: ☒ **MBE** ☐ **WBE** ☐ Other: | **Start Date:** 01/2016 | | | |
| **Full Contract Amount: $ 1,023,687.74** | **Completion Date:** 02/2018 | | | |
| **Name:** Site Safety Solutions, LLC | **Fed. Employer ID#:** 45-5541641 | N/A | **$4,809.17** | |
| **Address:** 6 Dara Ct., Monroe, NY 10950 | **Phone #:** (845) 325-8209 | | | |
| **Scope of Work:** Health and Safety, Health and Safety Field Inspection | **Email:** lbirnbaum@sitesafetysolutionsllc.com | | | |
| Select Only One: ☐ **MBE** ☒ **WBE** ☐ Other: | **Start Date:** 01/2016 | | | |
| **Full Contract Amount: $ 1,023,687.74** | **Completion Date:** 02/2018 | | | |
| **Name:** | **Fed. Employer ID#:** | | | |
| **Address:** | **Phone #:** | | | |
| **Scope of Work:** | **Email:** | | | |
| Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other: | **Start Date:** | | | |
| **Full Contract Amount: $** | **Completion Date:** | | | |
| **Name:** | **Fed. Employer ID#:** | | | |
| **Address:** | **Phone #:** | | | |
| **Scope of Work:** | **Email:** | | | |
| Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other: | **Start Date:** | | | |
| **Full Contract Amount: $** | **Completion Date:** | | | |
| **Name:** | **Fed. Employer ID#:** | | | |
| **Address:** | **Phone #:** | | | |
| **Scope of Work:** | **Email:** | | | |
| Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other: | **Start Date:** | | | |

| | | | | |
|---|---|---|---|---|
| **Full Contract Amount: $** | **Completion Date:** | | | |

| **NYS Certified M/WBE Contractor & Subcontractor Info** (MBO to check certifications) | | **Contract Amount:** | | **For EFC Use:** |
|---|---|---|---|---|
| | | **MBE ($)** | **WBE ($)** | |
| **Name:** | **Fed. Employer ID#:** | | | |
| **Address:** | **Phone #:** | | | |
| **Scope of Work:** | **Email:** | | | |
| Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other: | **Start Date:** | | | |
| **Full Contract Amount: $** | **Completion Date:** | | | |
| **Name:** | **Fed. Employer ID#:** | | | |
| **Address:** | **Phone #:** | | | |
| **Scope of Work:** | **Email:** | | | |
| Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other: | **Start Date:** | | | |
| **Full Contract Amount: $** | **Completion Date:** | | | |
| **Name:** | **Fed. Employer ID#:** | | | |
| **Address:** | **Phone #:** | | | |
| **Scope of Work:** | **Email:** | | | |
| Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other: | **Start Date:** | | | |
| **Full Contract Amount: $** | **Completion Date:** | | | |
| **Name:** | **Fed. Employer ID#:** | | | |
| **Address:** | **Phone #:** | | | |
| **Scope of Work:** | **Email:** | | | |
| Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other: | **Start Date:** | | | |
| **Full Contract Amount: $** | **Completion Date:** | | | |
| **Name:** | **Fed. Employer ID#:** | | | |
| **Address:** | **Phone #:** | | | |
| **Scope of Work:** | **Email:** | | | |
| Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other: | **Start Date:** | | | |
| **Full Contract Amount: $** | **Completion Date:** | | | |

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**
(Revised 09/2014)

**SECTION 4: EEO STAFFING PLAN** (*Service Providers Only* - Instructions on the following page)

| Municipality: N/A | County: Nassau | SRF Project No.: N/A | Contract ID: S35121-18M |
|---|---|---|---|
| Service Provider Name: Gannett Fleming Engineers, PC | | Date: January 7, 2016 | |

**Report Includes – Please select one from the options below:**

☐ Workforce utilized on this contract

☒ Contractor/subcontractor's total workforce

**Reporting Entity – Please select one from the options below:**

☒ Prime Service Provider

☐ Subcontractor

| Job Categories | Hispanic/ Latino | | Not Hispanic or Latino | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Male | | | | | | Female | | | | | |
| | Male | Female | White | Black/ African American | Native Hawaiian/ Other Pacific Islander | Asian | Native American/ Alaska Native | Two or More Races | White | Black/ African American | Native Hawaiian/ Other Pacific Islander | Asian | Native American/ Alaska Native | Two or More Races |
| Senior Level Officials/Managers | 6 | 2 | 136 | 0 | 0 | 6 | 0 | 0 | 3 | 1 | 0 | 0 | 0 | 0 |
| Mid-Level Officals/Managers | 3 | 0 | 188 | 6 | 1 | 10 | 0 | 1 | 10 | 0 | 0 | 0 | 0 | 0 |
| Professionals | 31 | 18 | 693 | 13 | 0 | 52 | 0 | 8 | 213 | 10 | 0 | 15 | 0 | 3 |
| Technicians | 16 | 3 | 221 | 25 | 0 | 15 | 1 | 3 | 53 | 3 | 0 | 4 | 0 | 1 |
| Sales Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Administrative Support Workers | 0 | 6 | 20 | 1 | 0 | 0 | 0 | 0 | 119 | 7 | 0 | 5 | 0 | 6 |
| Skilled Craftsmen | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operatives Semi-Skilled | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Laborers & Helpers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Service Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **TOTAL** | 56 | 29 | 1258 | 45 | 1 | 83 | 1 | 12 | 398 | 21 | 0 | 24 | 0 | 10 |
| Journeypersons | | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | | |
| Trainees | | | | | | | | | | | | | | |

**Electronic Signature of Service Provider:** ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. **Date:** 01/07/16

**Name** (Please Type): Doreen M. Bartoldus, PE, CCM, LEED GA, ENV SP, *Vice President*

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**
(Revised 09/2014)

**SECTION 4: EEO STAFFING PLAN** (*Service Providers Only* - Instructions on the following page)

| Municipality: N/A | County: Nassau | SRF Project No.: N/A | Contract ID: S35121-18M |
|---|---|---|---|
| Service Provider Name: Site Safety Solutions, LLC | | Date: January 7, 2016 | |

**Report Includes – Please select one from the options below:**

☐ Workforce utilized on this contract

☒ Contractor/subcontractor's total workforce

**Reporting Entity – Please select one from the options below:**

☐ Prime Service Provider

☒ Subcontractor

| Job Categories | Hispanic/ Latino | | Not Hispanic or Latino | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Male | | | | | | Female | | | | | |
| | Male | Female | White | Black/ African American | Native Hawaiian/ Other Pacific Islander | Asian | Native American/ Alaska Native | Two or More Races | White | Black/ African American | Native Hawaiian/ Other Pacific Islander | Asian | Native American/ Alaska Native | Two or More Races |
| Senior Level Officials/Managers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Mid-Level Officals/Managers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Professionals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Technicians | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sales Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Administrative Support Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Skilled Craftsmen | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operatives Semi-Skilled | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Laborers & Helpers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Service Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **TOTAL** | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Journeypersons | | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | | |
| Trainees | | | | | | | | | | | | | | |

**Electronic Signature of Service Provider:** ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. **Date:** 01/07/16

**Name** (Please Type): Leslie Birnbaum

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**
(Revised 09/2014)

| Municipality: N/A | County: Nassau | SRF Project No.: N/A | Contract ID: |
|---|---|---|---|
| Service Provider Name: Techno Consult, Inc. | | Date: January 7, 2016 | S35121-18M |

**Report Includes – Please select one from the options below:**

☒ Workforce utilized on this contract

☐ Contractor/subcontractor's total workforce

**Reporting Entity – Please select one from the options below:**

☐ Prime Service Provider

☒ Subcontractor

| Job Categories | Hispanic/ Latino | | Not Hispanic or Latino | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Male | | | | | | Female | | | | | |
| | Male | Female | White | Black/ African American | Native Hawaiian/ Other Pacific Islander | Asian | Native American/ Alaska Native | Two or More Races | White | Black/ African American | Native Hawaiian/ Other Pacific Islander | Asian | Native American/ Alaska Native | Two or More Races |
| Senior Level Officials/Managers | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Mid-Level Officals/Managers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Professionals | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Technicians | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sales Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Administrative Support Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Skilled Craftsmen | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Operatives Semi-Skilled | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Laborers & Helpers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Service Workers | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **TOTAL** | 0 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Journeypersons | | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | | |
| Trainees | | | | | | | | | | | | | | |

**Electronic Signature of Service Provider:** ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. **Date:** 01/07/16

**Name** (Please Type): Khalid Mallick, PE (President)

## Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form

(Revised 09/2014)

### INSTRUCTIONS

**General Instructions:** All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the MWBE Utilization Plan no later than the date of execution of the contract.
Where the work force to be utilized in the performance of the contract **can** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form *only for the anticipated work force to be utilized on the contract.* Where the work force to be utilized in the performance of the contract **cannot** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form for the contractor's or subcontractors' *total work force.*

**RACE/ETHNIC IDENTIFICATION:** Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander**- A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native – A person having** origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races** - All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

**DESCRIPTION OF JOB CATEGORIES**
The major job categories used in EEO Staffing Plan are listed below.

**Senior Level Officials and Managers** - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

**Mid-Level Officials and Managers** - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

**Professionals** - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

**Technicians** - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

**Sales Workers** - These jobs include non-managerial activities that wholly and primarily involve direct sales.

**Administrative Support Workers** - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

**Skilled Craftsmen** – Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

**Operatives Semi-Skilled** - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

**Laborers & Helpers** - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

**Service Workers** - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

E-100-16

# Contract Details

Medical Examiner Service
**FORENSIC ODONTOLOGY**

NIFS ID CLME16000002 NIFS Entry Date: 3//4/2016 Term: from 1/1/16 to 12/31/16

| | |
|---|---|
| New ☐ Renewal ☒ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agreement § 32 Compliance Attached: | Yes ☐ | No ☒ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No ☒ |
| 5) Insurance Required | Yes ☐ | No ☒ |

## Agency Information

| Vendor | |
|---|---|
| **Name**<br>**Henry Dondero DDS** | **Vendor ID#**<br>[redacted] |
| **Address**<br>[redacted] | **Contact Person**<br>**Henry Dondero**<br>**Phone**<br>[redacted] |

| County Department |
|---|
| **Department Contact**<br>**Dr. Tamara Bloom**<br>**Chief Medical Examiner** |
| **Address**<br>**2251 Hempstead Tpke**<br>**East Meadow, NY 11554** |
| **Phone 572 - 5150** |

## Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE Appv'd & Fw'd. | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☑<br>*NIFS Appvl (Dept. Head)* ☑<br>*Contractor Registered* | 3/15/16 | Teresa Allen | |
| | OMB | *NIFS Approval (Contractor Registered)* ☐ | 3/31/16 | | Yes ☐ No ☐ Not required if blanket resolution |
| 4/5/16 | County Attorney | *CA RE & Insurance Verification* ☑ | 4/5/16 | | |
| 4/5/16 | County Attorney | *CA Approval as to form* ☐ | | | Yes ☒ No ☐ |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | County Attorney | *NIFS Approval* ☐ | | | |
| | Comptroller | *NIFS Approval* ☐ | | | |
| 4/18/16 | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | 4/18/16 | | |

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 APR 18 P 12:41

# Contract Summary

**Description:** To provide forensic odontology services to the Medical Examiner's Office.

**Purpose:** To provide forensic odontology services to the Medical Examiner's office. This is a highly specialized field of dentistry in which the contractor is required to perform facial and dental examinations of unknown, badly mutilated and decomposed bodies to determine positive identification of the decedent.

**Method of Procurement:** Streamlined Procurement—A solicitation requesting resumes was sent to at least 3 local dentists and distributed among the Nassau Dental Society. The solicitation provided that the hourly rate would be $90 per hour. Only 3 contractors responded; each one was qualified and given a contract.

**Procurement History:** There is difficulty in finding forensic odontologists willing to work for the hourly rate we are offering. Forensic odontologists charge upward of $150/hour which far exceeds our budgetary allotment for personal services contracts. All of the contractors who are receiving contracts have contracted for these services with the County in the past. The mission of the Medical Examiner is to investigate the sudden, unexpected, suspicious, or unusual death of any person who dies in Nassau County. The forensic odontologist's role and contribution is an important factor in determining cause and manner of death. Identification of bodies is crucial to allowing the Medical Examiner to certify death and to release the body to families in a timely fashion for proper burial. Any delay in releasing of properly identified bodies may result in potential lawsuits to the County.

**Description of General Provisions:** $90/hour for up to 18 hours of forensic odontology services.

**Impact on Funding / Price Analysis:**

**Change in Contract from Prior Procurement:**

**Recommendation: (approve as submitted)**

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | 10 |
| Resp: | 1200 |
| Object: | DE |
| Transaction: | 524 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $ 1,620.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | MEGEN1200 / DE524 | $1620.00 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $ 1620.00 |

Document Prepared By: Kim Temepsta Date:

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 4/18/16 |
| Date | Date | (For Office Use Only) E #: |

NIFA

Nassau County Interim Finance Authority

# Contract Approval Request Form (As of January 1, 2015)

**1. Vendor:** Dr. Henry Dondero CLME16000002

**2. Dollar amount requiring NIFA approval:** $1620

**Amount to be encumbered: $** 1620

This is a ____ NewContract ____ Advisement ____X____ 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: 1/1/2016 -12/31/2016**

**4. Funding Source:**

X General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)

Federal %____
State % ____
County % 100

| | | | |
|---|---|---|---|
| Is the cash available for the full amount of the contract? | X Yes | ____ No | |
| If not will it require a future borrowing? | ____ Yes | ____ No | |
| Has the County Legislature approved the borrowing? | ____ Yes | ____ No | ____ N/A |
| Has NIFA approved the borrowing for this contract? | ____ Yes | ____ No | ____ N/A |

**5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

**To provide Forensic Odontology services to the ME's Office. This is a highly specialized field of dentistry in which the contractor is required to perform facial and dental examinations of unknown, badly mutilated and decomposed bodies to determine positive identification of the decedent.**

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

| | | | |
|---|---|---|---|
| Nassau County Attorney as to form | ___ Yes | ___ No | ___ N/A |
| Nassau County Committee and/or Legislature | ___ Yes | ___ No | ___ N/A |

**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:**

**CLME15000002 : $1620**

## 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.

Signature Title Date 4/6/16

Print Name

## 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 the contract has been approved by NIFA
_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

## NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

**NOTE:**
**All contract submissions MUST include the County's own routing slip, current NIFS print outs 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.**

*George Maragos*
*Comptroller*

**OFFICE OF THE COMPTROLLER**

240 Old Country Road
Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

***Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.***

**CONTRACTOR NAME:** **Henry Dondero, DDS**

**CONTRACTOR ADDRESS:** [redacted]

**FEDERAL TAX ID #:** [redacted]

---

***Instructions:*** **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ✔ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on **February 27, 2013** [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***Instructions with respect to Sections VIII, IX and X:*** **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

**VIII. ✔ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ✔ Vendor will not require any sub-contractors.**

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:*** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Teresa Alley

**Department Head Signature**

03/15/2016

**Date**

***NOTE:*** ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

*Compt. form Pers./Prof. Services Contracts: Rev. 03/16*

# Exhibit A

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? If yes, to what campaign committee?

No

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: HENRY DONDERO DDS

Dated: 3/29/16

Signed: [signature]

Print Name: HENRY DONDERO

Title: OWNER

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

N/A

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page for a complete description of lobbying activities.**

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/23/16

Signed: [signature]

Print Name: HENRY DOMINGO

Title: OWNER

**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.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: HENRY DONDERO DDS

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp SOLE PROPRIETOR Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SELF ONLY

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.

NONE

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.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NO

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/23/16

Signed: [signature]

Print Name: HENRY DONOVAN

Title: OWNER

**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.

PQF (02/2016)

## 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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

1. Principal Name HENRY J DONDERO
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address SAME
   City/state/zip _____
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ____/____/____Treasurer ____/____/____
   Chairman of Board ____/____/____Shareholder __/__/_____
   Chief Exec. Officer ____/____/____ Secretary ____/____/____
   Chief Financial Officer ____/____/____Partner ____/____/____
   Vice President ____/____/____ _____/____/____
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ____ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ 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? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) N/A

   a) Is there any felony charge pending against you? NO ___ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ____ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ____ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ___ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ___ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ____ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

PQF (02/2016)

**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, HENRY DONDERO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 23 day of MARCH 20 16

Notary Public

ROBERT HEYM
Notary Public, State of New York
No. 01HE6323069
Qualified in Suffolk County
Commission Expires April 13, 2019

HENRY DONDERO DDS
Name of submitting business

HENRY DONDERO
Print name

Signature

OWNER
Title

3/23/16
Date

BHF (02/2016)

## Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: 3-23-16

1) Bidder's/Proposer's Legal Name: HENRY DONDERO DDS

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): _____

Phone : [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: N/A

6) The bidder/proposer is a (check one): X Sole Proprietorship ____ Partnership ____ Corporation ____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No X 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 X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X 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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

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? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICTS 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 CONFLICTS 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 CONFLICTS EXISTS

b) Please describe 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. N/A
I DO NOT FORESEE ANY FUTURE CONFLICTS

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

   Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

   viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

   Company _____

   Contact Person_____

   Address _____

   City/State _____

   Telephone _____

   Fax # _____

   E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

BHF (02/2016)

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, HENRY DONDERO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 23 day of MARCH 2016

Notary Public

ROBERT HEYM
Notary Public, State of New York
No. 01HE6323069
Qualified in Suffolk County
Commission Expires April 13, 2019

Name of submitting business: HENRY DONDERO DDS

By: HENRY DONDERO Print name

Signature

OWNER
Title

3/23/16 Date

RULES RESOLUTION NO. – 2016

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 MEDICAL EXAMINER AND DR. HENRY DONDERO

WHEREAS, the County has negotiated an amendment to a personal services agreement with Dr. Henry Dondero to provide forensic odontology 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 authorize the County Executive to execute the said amended agreement with Dr. Henry Dondero.

**AMENDMENT NO. 3**

AMENDMENT, dated as of **MARCH 14, 2016** (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Medical Examiner, located at 2251 Hempstead Turnpike – Building R, East Meadow, New York 11554 (the "Department"), and (ii) **Dr. Henry Dondero**, having his principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQME13000002** between the County and the Contractor, executed on behalf of the County on **February 27, 2013** (the "Original Agreement"), the Contractor performs certain services for the County in connection with **forensic odontology**, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from **January 1, 2013 through December 31, 2013** with **one (1) remaining one-year option to renew**, for a possible total term of four (4) years (the "Original Term"); and

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was **One Thousand Six Hundred Twenty Dollars ($1,620)** (the "Maximum Amount"); said Maximum **Amount being increased to Four Thousand Eight Hundred Sixty Dollars, ($4860.00) in Amendment No.2 dated July 7, 2015; and**

WHEREAS; the County and the Contractor desire to extend the Original Term and increase the Maximum Amount.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Term shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be **December 31, 2016**.

2. Maximum Amount. The Maximum Amount in Amendment No. 1 shall be increased by One Thousand Six Hundred Twenty Dollars ($1,620.00), 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 **Six Thousand Four Hundred and Eighty dollars, ($6480.00) (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 term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Henry Dondero, D.D.S

By: _____
Name: HENRY DONDERO DDS
Title: OWNER
Date: 3/23/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 23 day of MARCH in the year 2016 before me personally came HENRY DONDERO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the SOLE PROPRIETOR of HENRY DONDERO DDS, ~~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

ROBERT HEYM
Notary Public, State of New York
No. 01HE6323069
Qualified in Suffolk County
Commission Expires April 13, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**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.

# AMENDMENT NO. 2

AMENDMENT, dated as of **May 18, 2015** (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Medical Examiner, located at 2251 Hempstead Turnpike – Building R, East Meadow, New York 11554 (the "Department"), and (ii) **Dr. Henry Dondero**, having his principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQME13000002** between the County and the Contractor, executed on behalf of the County on **February 27, 2013** (the "Original Agreement"), the Contractor performs certain services for the County in connection with **forensic odontology**, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from **January 1, 2013 through December 31, 2013** with two (2) remaining one-year options to renew, for a possible total term of four (4) years (the "Original Term"); and

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was **One Thousand Six Hundred Twenty Dollars ($1,620)** (the "Maximum Amount"); said Maximum Amount being increased to Three Thousand Two Hundred Forty Dollars, ($3240.00) in Amendment No.1 dated March 25 2014; and

WHEREAS; the County and the Contractor desire to extend the Original Term and increase the Maximum Amount.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Term shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be **December 31, 2015**.

2. Maximum Amount. The Maximum Amount in Amendment No. 1 shall be increased by One Thousand Six Hundred Twenty Dollars ($1,620.00), 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 **Four Thousand Eight Hundred and Sixty dollars, ($4860.00) (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 term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Henry Dondero, D.D.S

By: _____
Name: HENRY DONDERO
Title: OWNER
Date: 7/22/15

NASSAU COUNTY

By: _____
Name: Charles Rubino
Title: Deputy County Executive
Date: 7/29/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 27th day of May in the year 2015 before me personally came Henry J. Dowdorf to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the owner of Self employed DDS, ~~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 J. HARDING
Notary Public, State of New York
No. 01HA4613098
Qualified in Suffolk County
Commission Expires Dec. 31 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 14 day of July in the year 2015 before me personally came Charles Rizzo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 2016

# AMENDMENT NO. 1

AMENDMENT, dated as of **February 12, 2014** (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Medical Examiner, located at 2251 Hempstead Turnpike – Building R, East Meadow, New York 11554 (the "Department"), and (ii) **Dr. Henry Dondero**, having his principal office a[redacted] (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQME13000002** between the County and the Contractor, executed on behalf of the County on **February 27, 2013** (the "Original Agreement"), the Contractor performs certain services for the County in connection with **forensic odontology**, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from **January 1, 2013 through December 31, 2013** with three (3) remaining one-year options to renew, for a possible total term of four (4) years (the "Original Term"); and

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was **One Thousand Six Hundred Twenty Dollars ($1,620)** (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to extend the Original Term and increase the Maximum Amount.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Term shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be **December 31, 2014**.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Thousand Six Hundred Twenty Dollars ($1,620.00), 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 **Three Thousand Two Hundred and Forty dollars, ($3,240.00)** (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 term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Henry Dondero, D.D.S

By: _____
Name: HENRY F DONDERO
Title: FORENSIC ODONTOLOGIST
Date: 2/11/14

NASSAU COUNTY

By: _____
Name: L. Sullivan
Title: Deputy County Executive Of Finance
Date: 3/25/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 11th day of February in the year 2014 before me personally came Henry Dondero to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Contractor of Medical Examiner, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Deborah Finan

NOTARY PUBLIC

DEBORAH FINAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4758011
Qualified In Nassau County
My Commission Expires June 30, 2014

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 25 day of March in the year 2014 before me personally came Timothy Sullivan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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 Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified In Nassau County
Commission Expires April 02, 2016

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of 2/1/13, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 County Department of the Nassau County Medical Examiner, having its principal office at 2251 Hempstead Turnpike, East Meadow New York 11554 (the "Department"), and (ii) **Henry Dondero, D.D.S.** a sole proprietor having his principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor 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;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

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 January 1, 2013 and terminate on December 31, 2013 unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for three (3) additional one (1) year periods, for a possible total term of four (4) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing forensic odontology services to the Department (the "Services"). The Contractor shall perform facial and dental examinations of unknown, badly mutilated and/or decomposed bodies to determine positive identification of deceased persons in the care of the Department.

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 be One Thousand Six Hundred Twenty dollars ($1,620.00) payable as follows: Ninety dollars ($90.00) per hour for Services performed by Henry Dondero, D.D.S.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three

(3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County

may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate.

(e) The provisions of this Section shall survive termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. 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) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less two million dollars ($2,000,000.00) per claim and three million dollars ($3,000,000.00) in the aggregate; (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) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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 federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the 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 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.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

HENRY DONDERO, D.D.S.

By: _____
Name: HENRY DONDERO
Title: OWNER
Date: 2/1/13

NASSAU COUNTY

By: _____
Name: Richard R Walker
Title: County Executive
Deputy County Executive
Date: 2/27/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 1 day of February in the year 2013 before me personally came Henry S Dondero to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the SOLE PROPRIETOR of HENRY DONDERO DDS 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

Marie J Giammarino

MARIE GIAMMARINO
Notary Public, State of New York
No. 01G16088410
Qualified In Nassau County
Commission Expires Sept. 29, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 21 day of February in the year 2013 before me personally came Richard R Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is 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.

Concetta A Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6241668
Qualified in Nassau County
Commission Expires April 02, 2016

## 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:

HENRY J DONDERO (Name)

[redacted] (Address)

[redacted] (Telephone Number)

- C-E//

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/1/13
Dated

Signature of ~~Chief Executive Officer~~

HENRY DONDERO D.D.S
Name of ~~Chief Executive Officer~~
SOLE PROPRIETOR

Sworn to before me this

1 day of February, 2013.

Notary Public

MARIE GIAMMARINO
Notary Public, State of New York
No. 01GI6089410
Qualified in Nassau County
Commission Expires Sept. 29, 2015

**Henry J. Dondero, B.S., M.S., D.D.S., F.A.A.F.S.**
**Forensic Odontology**
[redacted]
H-[redacted] C-[redacted]

To: Nassau County Legislature
Re: Disclosure

May 25, 2015

Dear Sir or Madam:

In accordance with the Guidelines for Disclosure I submit that I am the only Principal associated with "Henry J. Dondero, DDS". My home and office address being one and the same as written in the letterhead above.

Thank you for your cooperation in this matter.

Respectfully,

Henry J. Dondero

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 03 2016 MAR 2016
INDEX : MEGEN1200 FORENSIC MEDICINE
ORGANIZATION :
CHARAC / OBJECT :
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | SUBOBJ | DESCRIPTION | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|---|---|---|---|---|---|---|
| | AA1AK | FORENSIC M | 253,379 | 253,379 | 51,722 | 201,657 |
| | AA1AP | FORENSIC M | 385,712 | 385,712 | 52,949 | 332,763 |
| | AA1AR | FORENSIC M | 134,524 | 134,524 | 23,615 | 110,909 |
| | AA1AS | FORENSIC M | 155,654 | 155,654 | 32,052 | 123,602 |
| | DD405 | MEDICAL SU | 28,000 | 28,000 | 5,273 | 22,727 |
| | DD406 | BUILDING S | 187,666 | 187,666 | 88,304 | 99,362 |
| | DE524 | MEDICAL/PS | 42,360 | 42,360 | | 42,360 |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

Contract ID#: CQAT13000001

Department: County Attorney

E-101-16

# Contract Details

SERVICES:

NIFS ID #: CLAT16000018 NIFS Entry Date: 03/14/2015 Term: July 1, 2012-Completion

| | |
|---|---|
| New ☐ Renewal ☐ | |
| Amendment #1 | ☒ |
| Time Extension | ☐ |
| Addl. Funds | ☐ |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No ☒ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No ☒ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☒ | No ☐ |
| 5) Insurance Required | Yes ☒ | No ☐ |

# Agency Information

| Vendor | | County Department |
|---|---|---|
| Name<br>Leventhal, Mullaney & Blinkoff, LLP | Vendor ID#<br>113547627 | Department Contact<br>Jaclyn Delle |
| Address<br>15 Remsen Avenue<br>Roslyn, New York 11576 | Contact Person<br>Steven Leventhal | Address<br>1 West St.<br>Mineola, New York 11501 |
| | Phone<br>(516) 484-5440 | Phone<br>(516) 571-3034 |

# Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE Appv'd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☐<br>*NIFS Appvl (Dept. Head)* ☐ | | | |
| | OMB | *NIFS Approval* ☐ | 4/13/16 | | Yes ☐ No ☐<br>Not required if blanket resolution |
| | County Attorney | *CA RE&I Verification* ☑ | 4/14/16 | | |
| | County Attorney | *CA Approval as to form* ☑ | 4/14/16 | | Yes ☑ No ☐ |
| | LEG Legislative Affairs | *Fw'd Original K to CA* ☐ | | | |
| | LEG Rules ☐/ Leg. ☐ | ☐ | | | |
| | County Attorney | *NIFS Approval* ☐ | | | |
| | County Comptroller | *NIFS Approval* ☐ | | | |
| 4/18/16 | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | 4/18/16 | | |

PR5254 (8/04)

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 APR 19 P 12:32

Contract ID#: CQAT13000001

Department: County Attorney

# Contract Summary

| |
|---|
| **Description:** Amendment #1 to amend the payment terms of the original contract. |
| **Purpose:** This is an amendment to an outside counsel contract where Counsel shall represent Nassau County in connection with litigation related to the London Interbank Offered Rate (LIBOR). This amendment amends the payment terms so that upon exhaustion of the maximum amount provided in the original contract, Counsel shall be paid on a contingency fee basis as further described in the attached amendment. |
| **Method of Procurement:** This is a contract amendment. See below for procurement history. With respect to the revisions to the payment terms, the contract was originally negotiated and Counsel was selected to perform services at an hourly rate. NIFA rejected a prior version of amendment #1 that was to continue an hourly rate payment. In the alternative, NIFA suggested that the County negotiate a contingency agreement. The County Attorney's office reviewed other outside counsel County and non-County contingency agreements as a point of reference and was able to negotiate a competitive contingency agreement. Counsel has been retained to continue providing legal services since they have already begun services pursuant to the original contract. |
| **Procurement History:** The original contract was procured when a Request for Qualifications was issued and a panel established. Counsel was selected from the panel based on the firm's experience, expertise in the subject matter and availability. Also, Counsel has previously contracted with the County (through the firms Leventhal & Sliney, LLP and Leventhal, Cursio, Mullaney & Sliney, LLP). |
| **Description of General Provisions:** As described above. |
| **Impact on Funding / Price Analysis: $0.01** |
| **Change in Contract from Prior Procurement:** N/A |
| **Recommendation:** Approve as submitted. |

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | AT |
| Resp: | 1100 |
| Object: | DE502 |
| Transaction: | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $0.01 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| **TOTAL** | **$0.01** |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | ATGEN1100/DE502 | $0.01 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | **TOTAL** | **$0.01** |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**Document Prepared By:** _____ **Date:** _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date 4/18/16 |
| Date | Date | *(For Office Use Only)* **E #:** |

NIFA

# Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

**1. Vendor:** Leventhal, Mullaney & Blinkoff, LLP (CLAT16000018)

**2. Dollar amount requiring NIFA approval:** $ .01

**Amount to be encumbered:** $ .01

This is a ___ New Contract ___ Advisement ✓ 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:** 07/01/2012-Completion

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel is continuing services as amendment is in approval process.

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

**5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

This is an amendment to an outside counsel contract where Counsel shall represent Nassau County in connection with litigation related to the London Interbank Offered Rate (LIBOR). This amendment amends the payment terms so that upon exhaustion of the maximum amount provided in the original contract, Counsel shall be paid on a contingency fee basis as further described in the attached amendment.

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

**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:**

CLAT15000016 (CQAT12000017) encumbered $0.01 on 12/24/15

## 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.

Signature Title Date 4/14/16

Print Name

---

## 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

Signature Title Date

Print Name

---

## NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

**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.**

*George Maragos*
*Comptroller*

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

***Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.***

**CONTRACTOR NAME: Leventhal, Mullaney & Blinkoff, LLP (CLAT16000018)**

**CONTRACTOR ADDRESS: 15 Remsen Avenue, Roslyn, New York 11576**

**FEDERAL TAX ID #: 113547627**

---

***Instructions:*** **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

## III. X This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on April 30, 2013.This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications was issued and a panel established. Counsel was selected from the panel based on the firm's experience, expertise in the subject matter and availability. Also, Counsel has previously contracted with the County (through the firm Leventhal & Sliney, LLP). With respect to the revisions to the payment terms, the contract was originally negotiated and Counsel was selected to perform services at an hourly rate. NIFA rejected a prior version of amendment #1 that was to continue an hourly rate payment. In the alternative, NIFA suggested that the County negotiate a contingency agreement. The County Attorney's office reviewed other outside counsel County and non-County contingency agreements as a point of reference and was able to negotiate a competitive contingency agreement. Counsel has been retained to continue providing legal services since they have already begun services pursuant to the original contract.

## IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

## V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***Instructions with respect to Sections VIII, IX and X:*** **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

**VIII. X Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. X Vendor will not require any sub-contractors.**

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:*** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

**Department Head Signature**

4/11/16

**Date**

***NOTE:*** *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO.

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Leventhal, Mullaney & Blinkoff LLP

Dated: 4/11/16

Signed: Steven G. Leventhal

Print Name: Steven G. Leventhal

Title: Managing Partner

Rev. 12-2015

BHF (02/2016)

## Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: 3/14/16

1) Bidder's/Proposer's Legal Name: Leventhal, Mullaney & Blinkoff, LLP

2) Address of Place of Business: 15 Remsen Ave. Roslyn, NY 11576

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : (516) 484-5440

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-3547627

6) The bidder/proposer is a (check one): ___ Sole Proprietorship ✓ Partnership ___ Corporation ___ Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ✓ No ___ If Yes, please provide details: Shares office space with Leventhal & Company, CPAs

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ✓ No ___ If Yes, provide details. Affiliated with Steven G. Leventhal, PC

10) Has the bidder/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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
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 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. _____
Perform conflict checks in connection with each engagement

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company _____

Contact Person Honorable Carnell Foskey, County Attorney

Address One West Street

City/State Mineola, NY

Telephone 516-571-3056

Fax # _____

E-Mail Address _____

Company _____

Contact Person Honorable Julianne Beckerman, Mayor Inc. Village of Muttontown

Address "Raz" Tafuro Way

City/State Syosset, NY

Telephone 516-364-3476

Fax # _____

E-Mail Address _____

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Company _____

Contact Person Honorable Gerard Giannattasio, Village Justice, Village of Massapequa Park

Address 151 Front Street

City/State Massapequa, NY

Telephone 516-798-0244

Fax # _____

E-Mail Address _____

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven G. Leventhal, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11th day of March 2016

Thomas J Mullaney
Notary Public

Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2019

Name of submitting business: Leventhal, Mullaney & Blinkoff, LLP

By: Steven G. Leventhal
name
Print

Steven G. Leventhal
Signature

Managing Member
Title

3 / 11 / 16
Date

LEVENTHAL, MULLANEY & BLINKOFF, LLP
ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

STEVEN G. LEVENTHAL
THOMAS J. MULLANEY
JEFFREY L. BLINKOFF

March 11, 2016

**BUSINESS HISTORY FORM**

**A.**

i) Date of formation: Established in 2000

ii) Steven G. Leventhal
15 Remsen Avenue
Roslyn, NY 11576

iii) Steven G. Leventhal
15 Remsen Avenue
Roslyn, NY 11576

iv) n/a

vi) $[redacted] (Steven G. Leventhal, PC)

vii) attached

viii) n/a

# STEVEN G. LEVENTHAL

15 Remsen Avenue, Roslyn, New York 11576; www.lcmblaw.com
Tel: (516) 484-5440; Fax: (516) 484-2710; e-mail: sleventhal@lcmblaw.com


*(March 2016)*

## Attorney at Law

Managing Member, *Leventhal, Mullaney & Blinkoff, LLP* (2000-2016), President, *Steven G. Leventhal, P.C.* (1983-2016), Roslyn, New York.

- Municipal Affairs and related Litigation, Government Ethics, Zoning and Land Use Regulation,
- Banking and Financial Services, Securities Litigation, Arbitration and Regulatory Enforcement and Compliance,
- Business Relations, Commercial Transactions, Commercial Litigation, Tax Planning and Tax Litigation,
- Wills, Trusts, Estate Planning and Probate, Estate Litigation,
- Real Property Transactions,
- Professional Ethics and Discipline.

Outside Counsel, *Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1998-2012). Commercial Litigation, Securities Arbitration, Expert Witness Services (Taxation).

Trial Attorney, *Legal Aid Society*, Criminal Defense Division, New York, New York, Felony Certified (1981-1983). All phases of criminal defense, including jury trials to verdict.

Legal Intern, *Internal Revenue Service*, Office of Chief Counsel, Tax Litigation Division, Washington, D.C. (1979).

## Certified Public Accountant

*Leventhal and Company, LLP* (formerly, *Leventhal and Leventhal, CPA's P.C.).* Accounting, tax and management advisory services (1976-1977; 1980-1981).

## Judicial Service and Dispute Resolution

**Village Justice, *Village of Lattingtown, New York* (2009-2016).**

**Village Justice, *Village of Massapequa Park, New York* (2005-2016).**

Village Justice, *Village of Oyster Bay Cove, New York* (2001-2005).

**Judicial Service and Dispute Resolution (cont.)**

Rated "well qualified" to serve as a Justice of the New York State Supreme Court by the Judiciary Committee of the Nassau County Bar Association (2005).

**Hearing Officer, *New York State Joint Commission on Public Ethics* (JCOPE) (2014-2016).** Appointed to serve as presiding officer in adjudicatory hearings to determine whether a violation has occurred of Public Officers Law sections 73 (Restrictions on Activities of current and former stat officers and employees), 73-a (Financial Disclosure) or 74 (Code of Ethics); Civil Law Section Law section 107 (Prohibition against certain political activities; improper influence); or Legislative Law article one-A (Lobbying Act).

**Arbitrator, *Financial Industry Regulatory Authority* ("FINRA") (2011-2016).** Appointed to serve are non-public (industry) arbitrator in industry and investor disputes.

Hearing Officer, *Village of Lawrence, New York* (2011). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

Hearing Officer, *Village of Farmingdale, New York* (2012). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

Private Mediator, (2004-2005). Engaged to mediate terms of separation agreement in a matrimonial dispute.

Temporary Receiver, *United States District Court,* Eastern District of New York (2001). Appointed to marshal business assets of multi-state retail franchises, employ and supervise management, collect business revenue and pay business expenses.

Referee, *Supreme Court of the State of New York,* County of Nassau (1997-2001). References to hear and report in surplus money claims; report and sell in mortgage foreclosures.

**Expert Witness Services**

Engaged to provide analysis and expert testimony on tax issues in securities arbitration and matrimonial proceedings, and valuation of monetary damages in employment discrimination claims (1999-2009).

**Public Service**

Counsel to Member, *U.S. House of Representatives,* Fourth Congressional District, New York, (1994-1996). Legislation, Constituent Services, Employment and Personnel.

**Chair, Board of Ethics, *County of Nassau* (1996-2002);** member (1990-2002). Rendered Advisory opinions interpreting Nassau County Code of Ethics; presided over investigation and adjudication of complaints; administered Financial Disclosure Law.

**Public Service (cont.)**

Special Counsel, *County of Nassau*, (2001-2003; 2010-2016). Provided advice to Republican and Democratic administrations in government ethics, financial disclosure, records management, government and legislative operations and executive transition; assisted in revising Ethics Code, drafted plain language guide to government ethics; retained as litigation counsel to prosecute claims in LIBOR transactions; retained to investigate and recommend in connection with EEOC complaint; counsel to hearing officer in Police Department disciplinary proceeding; retained to defend Federal ADA and State Human Rights claims on behalf of the Police Department.

Counsel to Ethics Board, *County of Nassau*, (2002-2003; 2010-2016).

Counsel to Ethics Commission, *County of Suffolk*, (2009-2011). Served as general and litigation counsel to Ethics Commission in connection with matters pending before the Commission, and in connection a review of the operations and procedures of the Commission by a special committee of the Suffolk County Legislature, the County Comptroller and a Suffolk County Grand Jury.

Special Counsel, *Suffolk County Community College,* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Independent Consultant, Board of Ethics *County of Westchester,* (2012-2016). Responsible for administering financial disclosure program.

Counsel to Ethics Board, *Town of North Hempstead* (2007-2011, 2014-16). Assisted Town Board in drafting amendments to Town Ethics Code, developed and implemented ethics training program for Town officers and employees; provided counsel to Board of Ethics and drafted advisory opinions.

Special Counsel; Counsel to Ethics Board, *Town of Putnam Valley* (2006-2007). Assisted in drafting Town Ethics Code, served as litigation counsel to Town Board and Ethics Board.

Counsel to Ethics Board, *Town of Southampton* (2007-2016). Assisted Town Board in developing ethics policies and procedures, assisted in drafting amendments to Town Ethics Code, developed and implemented an ethics training program for Town officers and employees, provided counsel to Board of Ethics, developed procedures for conducting investigations and drafted advisory opinions.

Counsel to Ethics Board, *Town of Huntington* (2015-2016). Retained to assist Town Board in drafting Town Ethics Code, develop and implement ethics training program for Town officers and employees; provide counsel to Board of Ethics and draft advisory opinions.

**Public Service (cont.)**

Counsel to Ethics Board, *Town of Oyster Bay* (2015-2016). Retained to assist Town Board in drafting Town Ethics Code, develop and implement ethics training program for Town officers and employees; provide counsel to Board of Ethics and draft advisory opinions.

Special Counsel, *City of White Plains* (2010-2012). Appointed to serve as counsel to Board of Ethics in connection with ethics investigation, and as litigation counsel in Article 78 proceeding challenging denial of request by local newspaper for disclosure under FOIL of documents constituting record of preliminary investigation by Board of Ethics.

Special Counsel, *City of Mount Vernon* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Special Counsel, Town of Yorktown, Retained to review Town Code of Ethics, and to provide ethics advice and recommendations. (2015).

**Village Attorney, *Village of Muttontown* (2006-2016).** Served as general counsel to Mayor, Board of Trustees, Planning Board, and all Village Departments; supervised prosecution of Code violations; served as general litigation and tax certiorari counsel.

Special Counsel, *Village of Manorhaven.* Retained as litigation counsel in Federal Civil Rights and Article 78 challenges to Village approval of telecommunications facilities, and to provide ethics advice and recommendations (2009-2013).

Counsel to Planning Board, *Village of Rockville Centre* (2008-2012).

Counsel to Ethics Board, *Village of Rockville Centre* (2006-2012).

Special Counsel, *Village of Freeport,* Retained as litigation counsel in the defense of self-insured tort claims (2010-2013).

Special Counsel, *Village of Freeport Community Development Agency,* Retained as litigation counsel in the defense of breach of contract and tort claims (2012-2015).

Special Counsel, *Freeport Housing Authority.* Retained to supervise investigation, and to provide advice and recommendations (2015-16).

Special Counsel, *Village of Plandome Manor,* Retained to conduct independent ethics review, and to provide ethics advice and recommendations (2009).

Special Counsel, *Village of Lynbrook Towing Review Board* (2006-2007). Retained to conduct independent ethics review and to provide ethics advice and recommendations.

**Public Service (cont.)**

Member, Planning Board, *Village of Lattingtown* (2002-2009).

Special Counsel, *Roosevelt Children's Academy Charter School* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Special Counsel, *Village of Hempstead Housing Authority* (2013-2015). Retained to serve as litigation counsel in Federal and State courts.

General Counsel, *Village of Hempstead Community Development Agency* (2015).

Special Counsel, *Port Washington Police District* (2011-2012). Retained for internal investigation and report.

Special Counsel, *Franklin Square Munson Fire District* (2011). Retained for advice in connection with a labor and employment matter.

Special Counsel, *Roosevelt Public Library* (2008-2011). Retained to represent Library District in connection with legal, accounting, personnel, civil service, and unemployment and issues.

Special Counsel, *Town of Eastchester Fire Department* (2009). Retained to provide ethics advice to Board of Fire Commissioners.

Special Counsel, *Westbury Water and Fire District* (2007-2008). Retained for advice and assistance in developing ethics policies and programs.

**Teaching Experience**

Adjunct Professor, *Long Island University,* College of Management, Graduate School of Public Service, Department of Health Care and Public Administration, Greenvale, New York (1998-2001). *Environmental Law and Administration*; *Environmental Litigation Internship; Regulatory Agencies; Administrative Law and the Legal Environment in the Health Sector; Medical Ethics.*

**Bar Admissions**

United States Supreme Court (2010).
United States Court of Appeals for the Second Circuit (1989).
United States District Court for the Eastern District of New York (1983).
United States District Court for the Southern District of New York (1983).
United States District Court for the District of New Jersey (1990, ret. 2014).
United States Tax Court (1983).
New York State Bar (1981).
New Jersey State Bar (1990, ret. 2014).

## Education

New York University School of Law, J.D. 1980
Editor, *The Commentator*; Intern, Urban Law Clinic.

School of Professional Accountancy, C.W. Post College, Long Island Univ., B.S. 1976
Recipient, M. Tomasulo Award in Accounting; Member, *Delta Mu Delta*, National Business Honor Society.

## Professional Speaking Activities

Lecturer: New York State Bar Association, Municipal Law Section,

- *"An Interactive Guide to State and Local Ethics Law in the Real World – with Hypotheticals"* (2015);
- *"Politics, Elections and the Municipal Attorney"* (2014);
- *"Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees,"* (2013);
- *"How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest,"* (2013);
- *"The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law"* (2012, 2014);
- *"Communication with Represented Public Officials: The 'No Contact' Rule as Applied to the Government Client"* (2012);
- "*Ethics and Professionalism*" (2011, 2009, 2008, 2007);
- *"Needed: A New Statewide Ethics Code For Local Municipalities" (2010);*
- *"Ethics Update – Rules of Professional Conduct and Municipal Law Ethics Issues"* (2009); "*What You Need to Know About Running or Appearing Before a Local Municipal Board of Ethics*" (2008);
- "*Operating a Local Municipal Board of Ethics*" (2006);
- "*Anatomy of a Conflicts Case*" (2001).

Program Co-Chair: New York State Bar Association, Municipal Law Section,

- *Joint Meeting with Environmental Law Section,* Jiminy Peak, MA. (2013);
- *Fall Meeting,* Washington, D.C. (2010).

Lecturer: New York State Bar Association, young Lawyers Section *"Bridging the Gap: Suing or Defending a Municipality – The Notice of Claim"* (2015).

**Professional Speaking Activities (cont.)**

Program Chair: Nassau Academy of Law (cont.),

- "*Current Issues in Government Ethics*" (2004);
- "*Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?*" (2002).

Lecturer: Nassau Academy of Law, Dean's Hour,

- *"An Interactive Guide to State and Local Ethics Law in the Real World – with Hypotheticals"* (2015);
- *"Government Ethics: An Interactive Guide"* (2014);
- *"Talking to the Press: Ethical Considerations for Municipal and School Attorneys"* (2014);
- *"Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees,"* (2014);

Lecturer: Nassau Academy of Law, Dean's Hour (cont.),

- *"Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility"* (2011, 2010);
- "*Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting*" (2008);
- "*An Ethics Minefield: A Day in the Life of a Government Attorney*" (2007, 2005);
- "*Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Medical Profession?*" (2002);

Panelist: Nassau Academy of Law and Gold Coast International Film Festival, *"(Dis)honesty – The Truth About Lies"* (2015).

Lecturer: Nassau Academy of Law, *"Clients with Diminished Capacity: Ethical Considerations"* (2016);

Lecturer: Nassau County Bar Association, Education Law Committee, "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2012).

Lecturer: Nassau County Bar Association, Municipal Law Committee:

- *"Gifts and Favors: Tis the Season"* (2014);
- "*Proposed Model Code of Ethics for Municipalities*" (2001);
- "*Government Ethics*" (1998).

Lecturer: Office of the Nassau County Attorney, Continuing Legal Education Program:

- *"Integrity in Government"* (2016);
- *"Government Ethics in the Real World"* (2015);
- *"Government Ethics: An Interactive Guide"* (2014);
- *"An Agency Head's Guide to Financial Disclosure* (2014);

**Professional Speaking Activities (cont.)**

Lecturer: Office of the Nassau Co. Attorney, Continuing Legal Ed. Program (cont.):

- "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2013, 2011, 2010, 2006).

Lecturer: Suffolk County Bar Association, 24th Annual Labor & Employment Conference, "*A Practical Guide to Government Ethics*" (2014).

Program Chair: Suffolk Academy of Law, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2005).

Lecturer: *"Ethics Training for Municipal Officers and Employees"*

- County of Rockland, (2012, 2010);
- County of Nassau (2011);
- County of St. Lawrence (2007);
- City of Peekskill (2011);
- Town of Clarence (2014);
- Town of Clifton Park (2014, 2013, 2011, 2010, 2009);
- Town of Halfmoon (2015);
- Town of Malta (2014);
- Town of Yorktown (2013);
- Town of Milton (2011);
- Town of Putnam Valley (2008, 2006);
- Town of North Hempstead (2007);
- Town of Southampton (2004);
- Village of Old Brookville (2011);
- Village of Rockville Centre (2009, 2006);
- Village of Muttontown (2008, 2015).

Lecture: Co. of Westchester, *"Ethics Training for the Board of Ethics"* (2013).

Lecturer: Town of North Hempstead, *"Financial Disclosure for Town Officers and Employees"* (2007).

Lecturer: Engineers Joint Committee of Long Island, *"A Practical Guide to Government Ethics"* (2013).

Lecturer: Village of Westbury, Constitution Day Celebration, *The United States Constitution in History and in the Village Courts Today* (2010).

Lecturer: eRealty Title Agency, *"A Practical Guide to Government Ethics"* (2012).

Lecturer: Nassau/Suffolk Water Commissioners Association, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2009).

**Professional Speaking Activities (cont.)**

Panelist: Council On Government Ethics Laws (COGEL), *"Financial Disclosure: How Much is Too Much?"* (2008).

Lecturer: Leadership Training Institute, *"Responsibilities of Officers and Directors of Not-for-Profit Corporations"* (2008).

Lecturer: Lorman Education Services, "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2008).

Panelist: Helsinki University School of Law, "*Comparative Legal Systems: Judicial Ethics*" (2007).

Lecturer: Nassau County Supreme Court, *"Ethics Training for Small Claims Assessment Review (SCAR) Hearing Officers"* (2007).

Lecturer: New York State Association of Real Property Tax Services, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2006).

Lecturer: Gold Coast Library District, "*Ethics Training for District Trustees"* (2006).

Lecturer: Practicing Law Institute, "*Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting*" (2005).

Lecturer: Farrell Fritz, P.C., Continuing Legal Education Program, "*Government Ethics*" (2004).

Lecturer: Dean's Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, NYU School of Medicine Master Scholars Program, "*May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?*" (2004).

Lecturer: Rivkin Radler LLP, Continuing Legal Education Program, "*Government Ethics*" (2001).

Lecturer: Hicksville United Methodist Church, Outreach Program, "*Living Wills, Health Care Proxies, and Other Advance Directives*" (2001).

Program Chair: The Shanti Fund, "*Wake Up Manju!*" (1998).

Lecturer: American Society of Women Accountants, "*Corporate Shareholder Agreements*" (1988).

Lecturer: Tax and Accounting Institute, School of Professional Accountancy, Long Island University, "*Corporate Shareholder Agreements*" (1987).

**Publications**

Contributing author, *"Municipal Ethics In New York: A Primer for Attorneys and Public Officials"*, New York State Bar Association, Municipal Law Section, Committee on Government Ethics and Professional Responsibility (projected pub. 2015), Chapters:

- *Article 18: New York's Conflict of Interest Law for Municipal Officials* (with Mark Davies)
- *Running a Local Municipal Ethics Board,*
- *Mastering the Art of Giving Ethics Advice,*
- *The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law.*

Co-Author, The Municipal Lawyer, NYS Bar Association, Municipal Law Section:

- *Local Government Ethics: A Summary and Hypotheticals for Training Municipal Officials"* (2014);
- *An "Abbreviated History of Government Ethics Laws"* (2014);
- *"The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law"* (2013);

Author, The Municipal Lawyer, NYS Bar Association, Municipal Law Section:

- *"Professor Mark Davies Reflects on a Career in Government Ethics (2016);*
- *"Talking to the Press: Ethical Considerations for Municipal Attorneys"* (2014);
- *"The Case for Renaming the Professional Ethics Committee"* (2012);
- *"Communication with Represented Public Officials: The 'No Contact' Rule as Applied to the Government Client"* (2012);
- *"How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest"* (2011);
- *"Needed: A New Statewide Ethics Code for Local Municipalities"* (2009);
- *"Running a Local Municipal Ethics Board: Ten Steps to a Better Board"* (2008);
- *"Running a Municipal Ethics Board: Glossary of Municipal Ethics Terms,"* (2006);
- Author, *"Running a Municipal Ethics Board: Is Ethics Advice Confidential?"* (2004).

Cited as Expert on Government Ethics, *The New York Times* (August 21, 2004).

Author, *Running a Municipal Ethics Board: Tips for Drafting Advisory Opinions.* Talk of the Towns, New York State Association of Towns; International Visitors' Manual, New York City Conflicts of Interest Board; and website of the New York State Bar Association (2004).

## Awards

Author, "*Why Do We Need a Government Ethics Code?*" The Nassau Lawyer, (2004).

Recipient, *Frank J. Santagata Memorial Award*, Nassau Co. Magistrates Assoc: for "exemplary ethics, professionalism, love of the law, and devotion to justice for all" (2014).

Recipient, *Directors Award*, Nassau County Bar Assoc.: for having "worked tirelessly to advance the goals of the Assoc. and enhance the practice of law in Nassau Co." (2006).

Recipient, *Shanti (Peace) Award*, "for selfless and visionary help" to Indian-Americans (1998).

## Professional and Civic Associations and Activities

Nassau County Magistrate's Association: President, (2010-2011); Vice President, (2009-2010); Secretary, (2008-2009); Treas. (2007-2008); Elected Director (2003-2007).

American Bar Association

- Member, House of Delegates (2015-2016);
- Fellow, American Bar Association (2005-2013).

New York State Bar Association

- **Member, Executive Committee, Municipal Law Section, (2010-2017);**
- **Co-Chair, Committee on Ethics and Professionalism, Municipal Law Section** (2013-14), Co-Chair, (2009-2015);
- Member, Nominating Committee (2013-2015);
- Member, Committee on Standards of Attorney Conduct (2014-2015);
- Member, Committee of Bar Leaders (2016);
- Member, Committee on Attorney Professionalism (2001-2002);
- Member (by special appointment) Task Force on Government Ethics (2010);
- Member, House of Delegates (2011-2015);
- Director, New York Bar Foundation (2013-2015), Member (2011-2015).

Nassau County Bar Association

- **Vice President (2015-2016),** Second VP (2014-2016), Treasurer, (2013-2014), Secretary (2012-2013);
- Elected Director, (2003-2006; 2007-2010);
- Chair, Access to Justice Committee (2014-2016);
- Chair, Non-Dues Revenue Task Force (2016);
- Chair, Investment Committee (2013-2014);
- Chair, Domus (House) Committee (2010-2012);
- Chair, Finance Oversight Committee (2005-2006; 2008-2010);
- Chair, Municipal Law Committee (2001-2003);

**Professional and Civic Associations and Activities (cont.)**

Nassau County Bar Association (cont.)

- Member, Justice Courts Task Force (2007);
- Trustee, Nassau Academy of Law (2003-2006; 2007-2010; 2012-2016);
- Director, Nassau County Bar Association Assigned Counsel Defender Plan, Inc. (2003-2006, 2007-2010, 2012-2016);
- Director, Bar Association of Nassau County Fund Inc. (2012-2016).

Member, Long Island Council of Bar Leaders (2010-2011).

**Director, Nassau-Suffolk Legal Services Committee, Inc. (2012-2016)**

Competition Judge

- Moot Court Competition, Nassau Academy of Law (2003-2013, 2015);
- Statewide High School Mock Trial Competition (2005, 2008-2015);
- National Trial Competition (2012);
- Moot Court Competition, Hofstra Law School (2008, 2011-2013, 2015, 2016);
- Natl. Civil Rights Trial Competition, St. John's Univ. Law School (2005, 2012).

Member, Theodore Roosevelt American Inn of Court (2009-2016).

Member, Council on Government Ethics Laws (national organization of government ethics administrators) (2006-2007).

Participant (by invitation), Dean's Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, New York University School of Medicine Master Scholars Program (2004).

President, Chamber Players International (formerly, The Sea Cliff Chamber Players) (1996-1997, 1999-2009); Secretary-Treasurer (1993-1996).
Treasurer, Nassau County Firefighters Museum and Education Center (2008-2009);
Member, Executive Committee, Board of Directors, (2004-2009).

Member, Board of Directors, Andrew Glover Youth Program, New York County Criminal Court (1983-1985).

**Personal Information**

Spouse: [redacted]
Resident: [redacted]

**LEVENTHAL, MULLANEY & BLINKOFF, LLP**
(formerly, Leventhal, Cursio, Mullaney & Sliney, LLP)
15 Remsen Avenue, Roslyn, New York 11576
Tel: (516) 484-5440; Fax: (516) 484-2710
*(March 2016)*

The Firm – Organizational Capacity

The firm has extensive experience in the representation of private and institutional cleints in the financial industry, and public sector clients at every level of government, including Federal, State, County, City, Town, Village, Public Authority and Special District clients.

The firm is comprised of partners Steven Leventhal, Thomas Mullaney, Jeffrey Blinkoff, and former partner Ralph Cursio who now serves as counsel to the firm. The firm's affiliate, Steven G. Leventhal, P.C. is comprised solely of Mr. Leventhal.

Steven G. Leventhal – Practice Area Expertise

Mr. Leventhal was admitted to practice in 1981. He is an attorney and CPA, and served for fourteen years as special counsel to Merrill Lynch and Bank of America. Mr. Leventhal is an arbitrator for the Financial Industry Regulatory Authority (FINRA). He serves as Village Attorney for the Village of Muttontown and as counsel to various county, town and village boards and commissions. Mr. Leventhal is the Associate Village Justice for two Nassau County villages, a hearing officer for the New York State Joint Commission on Public Ethics (JCOPE)

Mr. Leventhal served as chair of the Nassau County Board of Ethics for six years, as a member of the Board for twelve years, and currently serves as counsel to the Board. He is frequently engaged to provide ethics advice, training and continuing professional education programs to municipal officers and employees throughout the State.

Thomas J. Mullaney

Thomas Mullaney was admitted to practice in 1971. He served for nineteen years in the Office of General Counsel on Merrill Lynch and Bank of America. He has extensive experience in handling litigation and arbitration proceedings involving derivatives, swaps and other complex banking and securities transactions.

Mr. Mullaney has provided legal counsel to municipal executives, boards and departments, and has served as prosecutor in Village Court for violations of the Muttontown Village Code. Mr. Mullaney has served as primary analyst, researcher and draftsman in litigation matters for municipal clients in the federal and state courts.

Prior to joining the firm, Mr. Mullaney was Divisional Counsel for the Private Banking and Investment Group at Merrill Lynch, and was also Regional Counsel, supervising outside counsel in FINRA arbitrations, litigation, and regulatory proceedings. Previously, he was

employed at the law firm of Brown & Wood (now known as Sidley Austin), where he predominantly represented Merrill Lynch.

Ralph M. Cursio

Ralph Cursio was admitted to practice in 1979. He served for eighteen years in the Office of General Counsel of Merrill Lynch and Bank of America. He held a variety of positions in the Office of General Counsel, including First Vice President, Assistant General Counsel. While serving in that capacity, Mr. Cursio was the manager of global wealth management/broker-dealer litigation. He has broad experience handling scores of securities arbitration matters and managing teams of in-house and outside counsel on numerous matters both nationwide and internationally, including research-related matters, matters involving collateralized debt obligations and auction rate securities. During his tenure at Merrill Lynch, Mr. Cursio was responsible for supervising a team of eleven lawyers. After leaving Merrill Lynch, Mr. Cursio was of counsel to the New York office of Loeb & Loeb LLP where his practice focused on securities litigation and arbitration and commercial litigation.

Mr. Cursio has served as Associate Village Attorney for the Village of Muttontown, providing legal counsel to the Mayor, Village Boards and Village Departments, and has served as lead prosecutor in Village Court for violations of the Muttontown Village Code. Mr. Cursio has served as litigation counsel to municipal clients in the federal and state courts.

Jeffrey L. Blinkoff

Jeffrey Blinkoff joined the firm on June 1. 2015. He was admitted to practice in 1990. Mr. Blinkoff has extensive experience in the areas of municipal law and civil litigation. He serves as Village Attorney to two local villages, as village prosecutor in numerous local villages, and as litigation counsel to various not-for-profit agencies.

PQF (02/2016)

**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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

1. Principal Name Steven G. Leventhal
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 15 Remsen Ave
   City/state/zip Roslyn, NY 11576
   Telephone 516 - 484 - 5440
   Other present address(es) not applicable
   City/state/zip n/a
   Telephone n/a
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder __/__/____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 03/__/2000
   Vice President ___/___/___ _____/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 100% equity interest

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? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ✓ If Yes, provide details.

**PRINCIPAL QUESTIONNAIRE FORM**

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES

Nassau County Bar Association- Vice President

Duck Pond Associates- Partner

Old Roslyn Management Corp- President

Setauket Village Market, LLP- Managing Member

6. Has any government 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

County of Westchester- Consultant to Board of Ethics

Town of North Hempstead- Counsel to Board of Ethics

Town of Huntington- Counsel to Board of Ethics

Town of South Hampton- Counsel to Board of Ethics

Town of Oyster Bay- Counsel to Board of Ethics

Town of Yorktown- Counsel to Board of Ethics

City of Mount Vernon- Special Counsel

Village of Muttontown- Village Attorney

Village of Manorhaven- Special Counsel

Village of Freeport- Special Counsel

Freeport Housing Authority- Special Counsel

Hempstead Housing Authority- Special Counsel

Roosevelt Public Library- Special Counsel

Suffolk Community College- Special Counsel

Hempstead Community Development Agency- Special Counsel

Freeport Community Development Agency- Special Counsel

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? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

PQF (02/2016)

**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven G. Leventhal, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11th day of March 2016

Thomas J. Mullaney
Notary Public

Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2019

Leventhal, Mullaney & Blinkoff, LLP
Name of submitting business

Steven G. Leventhal
Print name

Steven G. Leventhal
Signature

Managing Member
Title

3 / 11 / 16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Leventhal, Mullaney & Blinkoff, LLP

Address: 15 Remsen Ave

City, State and Zip Code: Roslyn, NY 11576

2. Entity's Vendor Identification Number: 11-3547627

3. Type of Business: ___Public Corp ✓ Partnership ___Joint Venture

___Ltd. Liability Co ___Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Steven G. Leventhal
15 Remsen Ave.
Roslyn, NY 11576

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.

See attached

LEVENTHAL, MULLANEY & BLINKOFF, LLP
ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

Question 5.

Steven G. Leventhal
15 Remsen Avenue
Roslyn, NY 11576

Thomas J. Mullaney
15 Remsen Avenue
Roslyn, NY 11576

Jeffrey L. Blinkoff
15 Remsen Avenue
Roslyn, NY 11576

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.

Steven G. Leventhal, PC. - Common Ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/11/16

Signed: [signature]

Print Name: Steven G. Leventhal

Title: Managing Member

**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.

RULES RESOLUTION NO. – 2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Leventhal, Mullaney & Blinkoff LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Leventhal, Mullaney & Blinkoff LLP

## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leventhal, Mullaney & Blinkoff, LLP (formerly, Leventhal, Cursio, Mullaney & Sliney, LLP), having an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT13000001 between the County and Counsel, executed on behalf of the County on April 30, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation related to the London Interbank Offered Rate ("LIBOR"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from July 1, 2012 until completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, is Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the payment provision provided under the Original Agreement (as amended by this Amendment, the "Amended Agreement").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Payment. (a) Amount of Consideration. Upon exhaustion of the Maximum Amount provided under the Original Agreement, Counsel shall be paid on a contingency fee basis. Subject to the approval of the Court (if necessary), for amounts recovered through settlement, trial, summary judgment or other judicial determination on the merits, Counsel shall be compensated on a contingency fee basis under which Counsel shall receive attorneys' fees based on Twenty-five Percent (25%) if the amounts are recovered without discovery, Thirty Percent (30%) if the amounts are recovered with discovery but without a trial, and Thirty-three and One Third Percent (33 1/3%) if the amounts are recovered during or after trial. The contingency fee will be calculated on the net sum recovered after deducting allowable expenses, which shall be paid by the County as they are incurred (as defined in Section 1(b) of this Amendment). Further, Counsel shall deduct any amounts paid to Counsel out of the Maximum Amount authorized under the Original Agreement from Counsel's portion of the recovery. The fee for handling an appeal, if any, shall be separately negotiated.

(b) Expenses and Disbursements. Upon exhaustion of the Maximum Amount provided under the Original Agreement, the County shall pay all expenses described under Section 3(d) of the Original Agreement ("Expenses") as they are incurred. All Expenses shall be calculated separately for purposes of determining costs that may be recovered from defendants under fee-shifting statutes or common law.

(c) Time and Expense Records. Counsel shall prepare and maintain for recordkeeping purposes to be used in connection with any application to a Court for payment of attorneys' fees and costs, a quarterly report, or more frequently if requested by the Department, which shall include contemporaneous records of hours billed, the person(s) performing the Services, a description of the Services provided, and itemized Expenses (the "Time and Expense Report").

(d) Remittance to the County of Recovered Amounts. Counsel shall remit to the County all monies recovered in connection with the litigation, less legal fees and Expenses Counsel is authorized to retain in accordance with the terms of this Amendment (the net amount after deducting legal fees and Expenses shall be referred to as "County Remittances"). Counsel shall submit County Remittances to the County not later than one (1) month following Counsel's receipt of any recovery from defendants. All County Remittances shall be accompanied by a certified statement reflecting the terms of the recovery and setting forth, in detail, all deductions from the recovery.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LEVENTHAL, MULLANEY & BLINKOFF, LLP

By: Steven G. Leventhal
Name: Steven G. Leventhal
Title: Managing Partner
Date: 4/11/16

NASSAU COUNTY

By: Carnell T. Foskey
Name: Carnell Foskey
Title: County Attorney
Date: 4/14/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 11th day of April in the year 2016 before me personally came Steven G. Leventhal to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Managing Partner of Leventhal, Mullaney + Blinkoff, 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.

Thomas J Mullaney
NOTARY PUBLIC

**Thomas J. Mullaney**
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 11th day of April in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#: CQAT13000001

certified copy of contract received on 05/07/2013 LR

Department: County Attorney

E-55-13

# Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT13000001 NIFS Entry Date: 02/13/2013 Term: July 1, 2012 – Completion of Services

| | |
|---|---|
| New X Renewal | ☐ |
| Amendment | ☐ |
| Time Extension | ☐ |
| Addl. Funds | ☐ |
| Blanket Resolution RES# | ☐ |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No X |
| 2) Comptroller Approval Form Attached: | Yes X | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No X |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes X | No ☐ |
| 5) Insurance Required | Yes X | No ☐ |

# Agency Information

| Vendor | | County Department |
|---|---|---|
| Name: Leventhal, Cursio, Mullaney & Sliney, LLP | Vendor ID#: 113547627 | Department Contact: Daniel Gregware |
| Address: 15 Remsen Avenue, Roslyn, New York 11576 | Contact Person: Steven Leventhal | Address: 1 West St., Mineola, New York 11501 |
| | Phone: (516) 484-5440 | Phone: (516) 571-1675 |

# Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | | DATE Appv'd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)*<br>*NIFS Appvl (Dept. Head)* | ☐<br>☐ | | | – |
| | OMB | *NIFS Approval* | ☐ | 2/26/13 | | Yes ☐ No ☐ Not required if blanket resolution |
| 3/5/13 | County Attorney | *CA RE&I Verification* | ☐ | 3/5/13 | | |
| | County Attorney | *CA Approval as to form* | ☐ | 03/6/13 | | Yes ☐ No ☐ |
| | LEG Legislative Affairs | *Fw'd Original K to CA* | ☐ | 3/15/13 | | |
| | LEG Rules ☐ / Leg. ☐ | | ☐ | | | |
| | County Attorney | *NIFS Approval* | ☐ | 04/15/13 | | |
| | County Comptroller | *NIFS Approval* | ☑ | 4/23/13 | CCL 4/23/13 | |
| | County Executive | *Notarization*<br>*Filed with Clerk of the Leg.* | ☐<br>☐ | 3/18/13 | | |

PR5254 (8/04)

Contract ID#: CQAT13000001

Department: County Attorney

# Contract Summary

**Description:** New contract.

**Purpose:** This is a new outside counsel contract where Counsel shall represent Nassau County in the anticipated litigation relating to the London Interbank Offered Rate (LIBOR).

**Method of Procurement:** A Request for Qualification was issued and a panel established. Counsel was selected from the panel based on t firm's experience, expertise in the subject matter and availability.

**Procurement History:** See method of procurement above. Also, Counsel has previously contracted with the County (through the firm Leventhal & Sliney, LLP).

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** $25,000.00

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** Approve as submitted.

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | AT |
| Resp: | 1100 |
| Object: | 502 |
| Transaction: | |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $25,000.00 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $25,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | ATGEN1100/DE502 | $25,000.00 |
| 2 | | $ |
| 3 | | $ |
| 4 | J. Amato 3/5/13 | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $25,000.00 |

**Document Prepared By:** _____ **Date:** _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name Michael L. Cohen | Name | Date 3/18/13 |
| Date 4/23/2013 | Date 4/23/13 | (For Office Use Only) E #: |

E-55-13

RULES RESOLUTION NO. 99 2013

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4/8/13
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Leventhal, Cursio, Mullaney & Sliney, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Leventhal, Cursio, Mullaney & Sliney, LLP.

RULES RESOLUTION NO. – 2013

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Leventhal, Cursio, Mullaney & Sliney, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Leventhal, Cursio, Mullaney & Sliney, LLP.

*George Maragos*
*Comptroller*

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

***Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.***

**CONTRACTOR NAME:** Leventhal, Cursio, Mullaney & Sliney, LLP (CQAT13000001)

**CONTRACTOR ADDRESS:** 15 Remsen Avenue, Roslyn, New York 11576

**FEDERAL TAX ID #:** 113547627

---

***Instructions:*** **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This
renewal or extension pursuant to the contract, or an amendment within the scope of the contract or R
(copies of the relevant pages are attached). The original contract was entered i
after_____
_____
_____ [descr
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluat
of the contractor's performance for any contract to be renewed or extended. If the contractor has
received a satisfactory evaluation, the department must explain why the contractor should nevertheless
permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** A Request for Qualification was issued and a panel established. Counsel was selected from the panel based on the firm's experience, expertise in the subject matter and availability.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the servi
required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which competitive process has not been initiated.** Attached is a memorandum that explains the reasor for entering into this contract without conducting a competitive process, and details when the departme intends to initiate a competitive process for the future award of these services. For any such contract, whe the vendor has previously provided services to the county, attach a copy of the most recent evaluation the vendor's performance. If the contractor has not received a satisfactory evaluation, the department mu explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performanc evaluations may not be possible because of the nature of the human services program, or because of compelling need to continue services through the same provider. In those circumstances, attach a explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

3/14/2013

Date

*NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

LCMS

LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP
ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

STEVEN G. LEVENTHAL
RALPH M. CURSIO
THOMAS J. MULLANEY
BENEDICT L. SLINEY

CHRISTINE H. PRICE
CHITRA ANBALAGAN

February 7, 2013

Via Federal Express
Daniel J. Gregware, Esq.
Deputy County Attorney
Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, New York 11501

**Re: Special Counsel Contract with Leventhal, Cursio, Mullaney & Sliney, LLP**

Dear Mr. Gregware:

This is to confirm that the names, business addresses and phone numbers of all principals of Leventhal and Sliney, LLP are as follows:

Steven G. Leventhal
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440, ext. 101

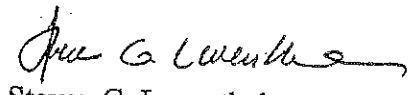
Ralph M. Cursio
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440, ext. 201

Thomas J. Mullaney
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440, ext. 301

Benedict L. Sliney
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440, ext. 100

Thank you for your assistance in this matter.

Very truly yours,



Steven G. Leventhal

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leventhal, Cursio, Mullaney & Sliney, LLP, with an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is anticipating litigation relating to the London Interbank Offered Rate ("LIBOR"); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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 July 1, 2012 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County in connection with the anticipated litigation relating to LIBOR (the "Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars ($25,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate of Two Hundred Twenty-five Dollars ($225.00) for partners, One Hundred Seventy-five Dollars ($175.00) for associates and Ninety Dollars ($90.00) for paralegals.

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (ii) review,

approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel 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. Counsel 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. Counsel 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, Counsel 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, Counsel agrees as follows:

(i) Counsel 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. Counsel 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 Counsel to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel 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 combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the 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.

15. 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, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. 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 Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. 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 requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

By: _____

Name: Steven G. Leventhal

Title: Managing Member

Date: February 7, 2013

NASSAU COUNTY

By: _____

Name: John Ciampoli
Title: County Attorney

Date: 2/14/2013

NASSAU COUNTY

By: _____

Name: Richard R. Walker
Title: County Executive
Deputy County Executive

Date: 4/30/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 7th day of February in the year 2013 before me personally came Steven G. Leventhal to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the Managing Member of Leventhal, Cursio, Mullaney & Sliney, LLP , 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 - Christine H. Price

Christine H. Price
Notary Public, State of New York
No. 01PR6173903
Qualified in Nassau County
Commission Expires September 4, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 14 day of February in the year 2013 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC Nina DeLuca

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )

On the 30 day of April in the year 2013 before me personally came Richard E. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau ; that he or she is a **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 Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2014

**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"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   Steven G. Leventhal _____ (Name)

   15 Remsen Avenue, Roslyn, NY 11576 _____ (Address)

   (516) 484-5440, ext. 101 _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/7/13
Dated

Jon G Levenhal
Signature of Chief Executive Officer

Steven G. Leventhal
Name of Chief Executive Officer

Sworn to before me this

7th day of February, 2013.

Christine H. Price
Notary Public

Christine H. Price
Notary Public, State of New York
No. 01PR6173903
Qualified in Nassau County
Commission Expires September 4, 2015