NASSAU COUNTY LEGISLATURE

MINEOLA, NEW YORK

April 25, 2016 1:00 P.M.

MEETING OF THE RULES COMMITTEE

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

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE

WILL HOLD A MEETING OF THE

RULES COMMITTE

ON

MONDAY, APRIL 25, 2016 AT 1:00 P.M.

IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER

THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING

1550 FRANKLIN AVENUE, MINEOLA, NEW YORK

MICHAEL
C.
PULITZER
Clerk of
the
Legislature
Nassau
County,

DATED: APRIL 18, 2016

Mineola, NY

As per the Nassau County Fire Marshall's Office, the Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

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 NO2016 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 NO2016 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 NO2016 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 NO2016 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 NO2016 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 NO2016 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 NO2016
			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 NO2016
			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 NO2016
			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 NO2016
			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
T 100 16	7.57		ENGINEERS, P.C. E-99-16
E-100-16	ME	R	RESOLUTION NO2016
			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 NO2016
F-101-10	AI		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 NO2016
	~ ~ ~		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	Proposed	Assigned	Summary
No.	By	To	PEGOLUTION NO. A046
U-2-16	PK	R	RESOLUTION NO2016
			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 NO2016
			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 NO2016
			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 NO2016
			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 NO2016
			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 NO2016
			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	Proposed	Assigned	Summary			
No.	By	To				
E-56-16	AT	R	RESOLUTION NO2016			
			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 NO2016			
			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 NO2016			
			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 NO2016			
			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			

Staff Summary

Subject:
Signing of Contract Number H61587-44GR
Department:
Public Works
Department Head Name:
Shila Shah-Gavnoudias, P.E.
D
Department Head Signature:
Project Manager Name:
August Eberling
gen ballen lage
Proposed Legislative Action

1 19 30 80 1	- 1 1 NV	<i>X </i>	1 / TUIN	<u> </u>
Pre	oposed Le	gislative Act	ion	0
То	Date	Approval	Info	Other
Assgn Comm				
Comm]		
Rules Comn	n			
Full Leg				

Internal Approvals				
Date & Init,	Approval	Date & Init.	Approval	
SJ 3/20	Dept. Head		Counsel to C.E.	
253/31/16	Budget	4 6 16 MPS	County Atty.	
	Deputy C.E.		County Exec.	

Narrative

<u>Purpose:</u> 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.

<u>Procurement history, if applicable:</u> 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



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
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 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:
. 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.

Rosenn	1 alla	- 4/1//2
Signature /	Title	Date
Print Name		
	COMPTROLLER'S OFFIC	E
To the best of my knowledge, I her conformance with the Nassau Cou Multi-Year Financial Plan.		listed is true and accurate and is in conflict with the Nassau County
Regarding funding, please check the	ne correct response:	
I certify that the funds are a	vailable to be encumbered pend	ling NIFA approval of this contract.
	nis contract has been approved by N nave been encumbered but the proj	NIFA. ect requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approved by NTFA:		
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
<i>Instructions:</i> 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]. [#] 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:
scoring and ranking, the highest-ranking proposer was selected.

	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.
entra a ta	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. Uvendor 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: \[\sigma \text{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. \[\sigma \text{In a ddition} \] \[\text{Department Head Signature} \] \[\text{Date} \]

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

ending on the date of this disclosure, or (by years prior to the date of this disclosure are campaign committees of any of the follow committees of any candidates for any of the	rs of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two ad ending on the date of this disclosure, to the ring Nassau County elected officials or to the campaign the following Nassau County elected offices: the County ller, the District Attorney, or any County Legislator?
	ONE "
2. VERIFICATION: This section must be Vendor authorized as a signatory of the firm	e signed by a principal of the consultant, contractor or m for the purpose of executing Contracts.
The undersigned affirms and so swears tha statements and they are, to his/her knowled	t he/she has read and understood the foregoing lge, true and accurate.
The undersigned further certifies and affire identified above were made freely and with benefit or in exchange for any benefit or re	ns that the contribution(s) to the campaign committees nout duress, threat or any promise of a governmental muneration.
Dated: 3-28-16	Vendor: CARLO LIZZA & SONS PAVING, INC Signed: Jonath Pango Print Name: JONATHAN TAMAYO Title: SECRETARY
	Title: SECRETARY

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

age 2 of 4				

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the state of the s				
Describe lobbying a	etivity conducted	or to be condu	oted in Manne	o County and identi
ient(s) for each activity lis	ted See need 4 fo	or to be collect	dozawiakia -	a County, and identi
ioni(s) for each activity his	tett. Dee hage 4 10	и а сощраете	uescription o	r ropoling activities
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The name of namons	arosnizations on	~arrownus o4-1		
The name of persons	, organizations or g	governmental	entities before	whom the lobbyist
pects to lobby:				
	. 1			
	NONE			
				-
UBA A				
11.				

6. If such lobbyist is retained or employment, you must attach a copy of semployment is oral, attach a written state of retainer or employment does not contahave been authorized to lobby, separately	uch document; a ment of the subs in a signed autho	tance thereof. If the written agreement orization from the client by whom you
7. Has the lobbyist/lobbying organiz contributions pursuant to the New York S 2016 and ending on the date of this discle beginning two years prior to the date of the to the campaign committees of any of the campaign committees of any candidates f the County Executive, the County Clerk, Legislator? If yes, to what campaign committees of the campaign committees of the County Clerk, Legislator?	State Election La bsure, or (b), beg his disclosure an following Nassi for any of the fol the Comptroller.	inning April 1, 2018, the period dending on the date of this disclosure, au County elected officials or to the lowing Nassau County elected offices:
NONE	/	
I understand that copies of this f Information Technology ("IT") to be post	form will be sen ted on the Count	t to the Nassau County Department of y's website.
I also understand that upon term give written notice to the County Attorne		ner, employment or designation I must 80) days of termination.
VERIFICATION: The undersigned affirm the foregoing statements and they are, to be		
The undersigned further certifies and affinited above were made freely and without benefit or in exchange for any benefit or in	it duress, threat o	
Dated: 3-28-16	Signed:	Sprothe Tango
	Print Name:	SONATHAN 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.

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

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in lnk. 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
	Home address
	City/state/zip
	Business address 200 winding 20
	City/state/zip OLD BETHPAGE, NY 11804
	Telephone 516 938-2566
	Other present address(es)
	City/state/zlp
	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.

0,	Section	on 5 In the past 3 years while you were a principal owner or officer? YES NO b, provide details.
ok Pi	peration rovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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.	the parket bankru any su initiate question attach	any of the businesses or organizations listed in response to Question 5 filed a aptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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? YESNO 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.	investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affillated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10.	anti-tru includi:	tion to the Information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil list investigation and/or any other type of investigation by any government agency, and but not limited to federal, state, and jocal regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gration.
11.	procee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO If Yes; details for each such instance.
	appiica	past 5 tax years, have you failed to file any required tax returns or failed to pay any ble federal, state or local taxes or other assessed charges, including but not limited r and sewer charges? YES NO If Yes, provide details for each such

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 swom, 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 30day of MAD 2016

coals (1720-1 Engl Lavine INO

Name of submitting business

Print name

Signatura

Title

3.130 116

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).

03-30-16

Date

1) Pro	poser's Legal Name: CARLO Lizza & Sons Paving, Fre.
2) Add	dress of Place of Business: 200 WINDING RD OLD BETHPAGE, NY 1180
List all	other business addresses used within last five years: O ENGEL ST HICKSVILLE MY 11801
3) Mai	ling Address (if different):)
Phone :	: 516 938-2566
	ne business own or rent its facilities?
4) Dun	and Bradstreet number:
5) Fede	eral I.D. Number:
3) The Corp	proposer is a (check one): Sole Proprietorship Partnership poration _v_ Other (Describe)
7) Does bush	s this business share office space, staff, or equipment expenses with any other ness? No If Yes, please provide details:
) Does	s this business control one or more other businesses? Yes No If Yes, please de 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
	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
	Has any current or former director, ewner 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

	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
,	a) 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.
respect	ast (5) years, has this business or any of its owners or officers, or any other affiliated is had any sanction imposed as a result of judicial or administrative proceedings with to any professional license held? Yes No; If Yes, provide details for the instance
limited to such yea	past (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each ir. Provide a defailed response to all questions checked 'YES'. If you need more hotocopy the appropriate page and attach it to the questionnaire.
	tailed response to all questions checked "YES". If you need more space, ne appropriate page and attach it to the questionnaire.
7) Conflict o a) cor	Please disclose any conflicts of interest as outlined below. NOTE: If no ifflicts 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.
	(f) 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.
	(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 your firm has any firm has with your firm ha
	(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.
	(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.
	(ii) Any family relationship 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.
b)	(ii) Any family relationship 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.





& SONS PAVING, INC.

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.

A.	GOILL	de a resume or detailed description of the Proposer's professional qualifications, postrating extensive experience in your profession. Any prior similar experiences, and esuits of these experiences, must be identified.
	Shou	ld 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;
	iil)	Name, address and position of all officers and directors of the company;

- iv) State of incorporation (if applicable);
- The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viil) 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 (5/6) 677 - 5804
Fax#
E-Mail Address

Company NASSAU COUNTY DPW
Company NASSAU COUNTY DPW Contact Person JOSE VITERI
Address 1194 Prospect Ave
City/State WESTBURY NY 11590
Telephone 576 571 - 6926
Fax #
E-Mall Address
Company NASSAU COUNTY DPW
Company NASSAU COUNTY DPW Contact Person STEVEN ANKER
Company NASSAU COUNTY DPW Contact Person STEVEN ANKER Address 1194 PROSPECT AVE
Contact Person STEVEN ANKER Address 1194 Prospect Ave
Contact Person STEVEN ANKER Address 1194 PROSPECT AVE City/State WEST BURY , NY 11590
Contact Person STEVEN ANKER Address 1194 Prospect Ave

CERTIFICATION

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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	20/6
John E Helis	Ommission C
Notary Public	APR 80 X 20ZO X 20ZO
Name of submitting business: CARLO LIZZA E	Sons Palling, Inc.
By: JONATHAN TAMAYO Print name Jonatha Tamayo	
Signature /	
Title / 03 , 30 , 16 .	
Tate	

COUNTY OF NASSAU

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

1. Name of the Entity: CALLO LIZZA + Soms PAULUR INC
Address: 100 WINDING KI
City, State and Zip Code: Old BtThpige 14 11809
2. Entity's Vendor Identification Number:
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability CoClosely Held CorpOther (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 ACY LIZZA
TONATHAN TAMMYD
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. I UM Auf Lezza

Page 3 of 4

description of lobbying activities	vity of each lobbyist. See below for a complete s.
\mathcal{L}	ove
(c) List whether and where Nassau County, New York State):	the person/organization is registered as a lobbyist (e.g.,
ω	n De.
	ove
8. VERIFICATION: This section is contractor or Vendor authorized as	must be signed by a principal of the consultant, s a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so sw statements and they are, to his/her	vears that he/she has read and understood the foregoing knowledge, true and accurate.
Dated: 3-28-16	Signed: Sonath Cauxo Print Name: JONATHAN TAMAYO Title: SECRETARY
	Print Name: JONATHAN TAMAYO
	Title: SECRETARY

Page 4 of 4

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 fler 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 Rep	resentative	m/d/yy
Smith	lang	03//11/16
Signature		Date
. / CARLO LIZZA & SONS PAVI	NG INC	
Name of Organization		
200 WINDING ROAD OLD	BETHPAGE NY 11804	
Address of Organization		orthonormal angular personal angular per
		,
•	•	

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

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



Nassau DPW B.LD.S - Summary of Bid Opening

H61587-44GR - General Contracting

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

3/15/2016 Bid Opening:

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	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	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	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	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,

THOU THE MEDICAL PRODUCTS,
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.

Page 1

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 Massau 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.	
by Lhorally (auss (L.S.)	Corporate seal of Contractor if a corporation)
by(L.s.)	Title
by(L.S.)	Title
Fidelity and Deposit Company of Maryland	-
by Andrew (L-S.) Title of Officer Kim Spinello - Attorney in Fact	Surety
Attest: Der Monn (L.S.) Title of Officer	(Corporate seal of Surety)

STATE OF New York) ss.: COUNTY OF MASIAO) On this // day of MATCH , 20/6 , before me personally to me known, who, being by me duly sworn, cid depose and say for himself, that he resides in organisty // // // // // // // // // // // // /	(Acknowledgment by Contractor if a corporation)	
SS.: COUNTY OF WASLAND On this // day of March Came Journal Jamays Annaly who, being by me duly sworn, did depose and say for himself, that he that he is the Journal of March 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 Directoral Wall and corporation, and that he signed his name thereto by like order to the seal; (Acknowledgment by Contractor if a partnership): STATE OF SS.: COUNTY OF On this day of Came 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 On this	STATE OF New YORK)	
On this day of Markey , 20%, before me personally to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Cyround of the Carl Lives Son Markey the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors William Corporation, and that he signed his name thereto by like order to be signed his name thereto by like order to be signed his name thereto by like order to be some 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 SS.: COUNTY OF SS.: COUNTY OF SS.: COUNTY OF On this day of On this On the O	SS.:	
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 Directoral Mand corporation, and that he signed his name thereto by like order that it was so affixed by order of the Board of Directoral Mand corporation, and that he signed his name thereto by like order than the signed his name thereto by like order than the signed his name thereto by like order than the signed his name thereto by like order than the said or 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 Notary Public	On this day of March, 2016, before me personally came Janathan Janath to me known, who, being by me duly sworn, did depose and say for himself, that he resides in cyrran by Ny 1177, that he is the secondary of the Carlo lucant San Janathan	
(Acknowledgment by Contractor if a partition ship) STATE OF	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 Directoral Hall and corporation, and that he signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name the signed his name thereto by like order is the signed his name thereto by like order is the signed his name thereto by like order is the signed his name the si	
STATE OF) SS.: COUNTY OF) On this day of , 20 , before me personally 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 to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.		**
On this day of , 20 , before me personally 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	2 0 0 00 00 00 00 00 00 00 00 00 00 00 0	
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 Fublic (Acknowledgment by Contractor if an individual.) STATE 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 Fublic (Acknowledgment by Contractor if an individual.) STATE OF	came to me known and known	
(Acknowledgment by Contractor if an individual.) STATE 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	
STATE OF) ss.: COUNTY OF) On this day of , 20 , before me personally 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	
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.	(Acknowledgment by Contractor if an individual.)	
On this day of , 20 , before me personally came 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.	STATE OF)	
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.		
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.	dome the personally	
Notary Public	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	
	Notary Public	

Page 7

(Acknowledgment by Surety Company)

STATE OF NY

SS.:
COUNTY OF Nassau

On this 8th day of March , 2016 , 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 the Fidelity and Deposit Company of Maryland 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 of said company; that the signature to be the Attorney in Fact subscribed to the within instrument is of the said Kim Spinello 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

Notary Public Nor

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, Philip 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, scal 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 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







.

Secretary Eric D. Barnes

Lie D. Barof

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 Scals of said Companies, and that the said Corporate Scals 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

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

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

110324 10	
Bonds\$ Stocks	142,878,497
DIOGES	22,315,096
Cash and Short Term Investments	337,835
Reinstrance Recoverable	24,731,651
Other Accounts Receivable	19,935,844
TOPAL ADMINIST ASSETS	17,733,644
TOTAL ADMITTED ASSETS\$	210,198,923
LIABILITIES, SURPLUS AND OTHER FUNDS Reserve for Taxes and Expenses \$ Ceded Reinsurance Premiums Payable \$ Securities Lending Collateral Liability \$ TOTAL LIABILITIES \$ Capital Stock, Paid Up \$ 5,000,000 \$ Surplus \$ Surplus as regards Policyholders \$ TOTAL \$ \$	40,456,309 0 40,502,745
P	410,130,923

Securifies 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.

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.

DARRYL JOINER
DEFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 24, 2010

Dosey Joins

Notary Public

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

Ву

Jacqueline Catalfamo Special Deputy Superintendent

Juliu Catalfamo

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 Bi	dder: CARLO LIZZA & SONS PAVIN (Individual, Firm	G INC or Corporation, as	case may be)
Bidder's A	ddress: 200 WINDING ROAD OLD	_	
Teleph	one: 516 938 2566	Date: 3/11/2016	and the second s
	ele: 516 932 0518		
NOTE: IF	BIDDER IS A FIRM, FILL IN	THE FOLLOWING BLANK	s: ·
N	Jame of Partners	Residence of Partne	ers
. ELIA A	LY LIZZA		
	and the state of t	· Property of the second secon	
NOTE: IF	BIDDER IS A CORPORATION, F	ILL IN THE FOLLOWIN	G BLANKS: .
Org	ganized under the laws of t	he State of: 1976	
· Nam	ne of President: ELIA ALY LIZZA		
Pre	esident's Domicile:		
Nan	me of Vice Pres:	Attackerings payod ()Attackerings	
AŢ¢	ce Pres's Domicile:	the size of the second	, , , , , , , , , , , , , , , , , , ,
	rporate Officer: JONATHAN TA		
Coi	rporate Officer's Domicile:		William Control of the Control of th
Cor	rporate Officer:	· · · · · · · · · · · · · · · · · · ·	Title:
Cor	rporate Officer's Domicile:	han to the second secon	
	•		

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.

. The same tell of the first of the same o

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: E6158744GR

e	Amount Bid Price Dollars and Cents	47.00	4 000 4	\$60,00	#2,000.00 A	# 1, 700.00	4.3,750.00	# 4 000.00	# 11 000.00	# 11,200,00 #	# 16,500.00 M	#1,000.00	\$ 800.00	# 10,500.00	#750,000,00	# 12.00 Af
· · ·	Unit Bid Price Dollars and Cents	4 1.00	10 4	.25	H 00 h	\$ 200.00	# 750.00	#200.00	# 20.00	1400.04 H	# 5.00 M	# 100.00	, SO	4/50.00	4/50.00	14 50°
	Unit Price Written in words	Por:	FOT: TEN CENTS A	FOR: TWENTY- FIVE CENTS	FOUR DOLLARS	FOL: HUNBAED DOLLARS	FOX: SEVEN HUNDRED FIFTY DOLLAR	FOT: TWO HUNDRED DOLLARS	FOX: TWENTY DOLLARES	FORTY DOLLARS A	For: A Dorraps	Huns.	For: FIVE CENTS	BOE: ONE HUNDLED FIFTY DOLLARS	ONE H	
	Item Description	Mobilization	Unclassified Excavation	Preparing Fine Grade	Cleaning Existing Drainage System	Catch Basins	Altering Catch Basin	Altering Brick Manholes	Concrete Curb .	Detectable Warning Surface	Cement Concrete Sidewalk	D. E.	Miscellaneous Metals	Asphalt Concrete Truing and Leveling Course Type 1A	Rut. Avoidance Asphalt Concrete Type 1% (Top RA Resurfacing)	Saw Cutting Existing Roadway Pavement Concrete
	Engineers Estimate	ខា ពុំចារ	80.00 CX	240 00 SY	500100 LE	8.50 CX	5.00 EZ	20.00 EA	#1 00:05s	280 00 SF	3,300.00 SF	10.00 SF	16,000.00 LB	70.00 TON	5,000.00 TON	240100 TF
Nassáu Cour	K Item No	¥ HM	2	7	12E	Z:Z	n H -43-0f-2	816X	26	-2.7.DW	27.	T- <u>MC</u> Z Contr	161-No:-		S SDRAR	58 R PC

Resurfacing Various County Roads Phase 44

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

rice		-		00 +	o	00 . A	0	0	\$8		4	7 4 g	60	A	#	O	00	H	\$ B
Amount Bid Price	# 65.00	4.00	00'59	7,000.00	# 1,250.00	240.0	41,160,00	\$ 90,000,00	250	00 %	40.00	00 5	000	29.00	# 45.00	#25 000.0c	#80,000.	20.00	. co V V / #
Amount	46	6 #	9#	# 7	*/ J*	#	1,1	490,	1/8	184	7 #	17	# 3C,	42	7#	# 25	78 #	- Tag	7 7
Price Cents		0	:	J. AM	0	3	3	_	4		14	- #1	00	0.41	H			#	4
Unit Bid Price Dollars and Cents	.25	4 4.00	, 25	00'01 #	4 10.00	00" / #	\$ 1.00	¥5.00	A 50.00	# 4.00	00'1#	so.	Contingent	00 / #	00 1 #	\$25,000.00	\$80,000.00	50'	00 000
words	CENTS		CENTS	DOLCARS		53		٠,	DOLLARS	7	1	4	A. 100-5	Ja - 2	44	Doughes	SURPES	<i>M</i>	14
Unit Price Written in words		Doughes		A Do	Doughes	Fought DowARS	DOLLAR	DOLLARS	H.D	Documes	Dough	CEMTS	HUNDRED Y DOLLARES	DocuME	Down	FIVE THOUSAND	EIGHTY THOUSAND DOWARS	CENTS	HULDRED
Price W	FOX: TWENTY - FIVE		TWENTY- FIVE	E N	TEN DO	OURTH	•••		FIFTY	~~	}	υ	ONE HU, FIFTY	ONE	ONE	FIVE	14 TH 90	FIVE	Two Honor
Unit	For:	For: Four	For:	For:	For:	For:	For: O	For: FIVE	For:	For:	FOT	# # #	For: C	For:	For	FOT: TWENTY	For:	For:	. ZOE
Item Description	Flashing Arrow Board	Work Zone Traffic Control	Portable Variable Message Sign	Renoval and Replacement of Pavement	Adjusting Manholes	Adjustment of Water Appurtenances	Butt Joints	Profiling and Removal of Asphalt Pavement	Plowable Raised Reflectorized Pavement Markers	Clean and Fill Joints and Cracks	Survey Stakeout	Removal of Favement Markers	Asphalt Joint Repair	Silt Protection For Surface Inlet Drainage Structures	Silt Protection For Curb Inlet Drainage Structures	Asphalt Price Adjustments (Force)	Interim Payments (Force)	TOPSOIL AND GRASS SEED	Adjust Traffic
Engineers Estimate	260.00 DAY	1.00.13	260.00.0ax	700.00 SY	125.00 EA	60.03 FA	AI OO-OSI'I	18,000.00 SY	25.00 EA	1.00.1	40.00 SHFT	500.00 LE	200.00 SY	29.00 EA	45.00 EA	1.00 LS	1.00 LS	1,000.00 SY	100 cc
Item No	1020	CO T CO	E102PVMS F	57.13.1	2 2 2 2 3	* F	115	116A	2 E L 45 of 2	XEST 92	136X	E37	13.8	LA11E	14-01-14-14-14-14-14-14-14-14-14-14-14-14-14	전 6 6 6 8 1 8 1 8 1 8 1 8 1 8 1 8 1 8 1 8	951GR	368	4228EE

Resulfacing Various County Roads-Phase 44

Department of Public Works Wassau County, N.Y.

-		- Ji				<u> </u>		62×		K
t Bid Price		\$ 6,552	#21,840.00 A	#1,680.00	#8,880.0	#8,520.00	49,960.00	#25,600,00 m	# 10,000.00	# 21,500.00
Amount Politicate		46	#21	#1,6	<i>*</i>	¥ 8,	P 49		# 10	# 21
Doit Bid Price		# 1.00 41	# 10.00 49	1.40	¥ 2.40	.40	.40	# 400.00 AM	\$ 200.00	\$ 5,00 H
Bid Sheet for Contract: H6158744GR		FOT: DAE DOLLAR A	FOLTEN DOLLARS AN	FORE DOLLAR FORTY CENTS	For DOLLARS FORETY CENTS		FOR: FOURTY CENTS	FOUR HUNDRED H	FOI: HUNDRED DOLLARS	FOR: FIVE DOLLARS
Bid Shee Item Description	Detector	Furnish and install Loop Wires	Furnish and Install Loop Saw Cut	Epoxy reflectorized Pavement Markings (Yellow) For Hand Applications	Epoxy reflectorized Pavement Markings (White) For Hand Applications	Epoxy Reflectorized Pavement Markings - Yellow	Epoxy Reflectorized Pavement Markings - White	Preformed Tape Pavement Markings - Arrows	Preformed Tape Pavement Markings - Character	Preformed High Performance Yape Pavement Marking (12" White)
Engineers	is crime re	6,552.00 LF	2,184.00 LF	1,200.00 LF	3,700.00 18	21:, 300.00 EF	24,900.00 LF	전표 00 · F9	FE 00.05	4,300.00 LF
Item No.	Nass	1005TE	Kazzī. Razzī. Razzī.	442Y-1	442V-I	4427	442W	4-52-535 4-52-535	443C	445W-12

THOUSAND SIXTY- NINE ONE HUNDRED 169,890.00 MILLION Contract No. He1587-44GR Resulfacing Various County Roads-Phase 44

DOLLARES HUNDIGED EIGHT

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

CARLO LIZZA & SONS PAVING I	NC .
(Individual, Firm or Corp	oration, as case may be)
Individual's Social Security Number_	
Firm or Corporation's Federal ID Nur	mber radm
Firm or Corporation's Municipal Lice	ense ID Number
Municipal Licensing Agency	
1111	
By: fonathe anyo	Date: 3/11/2016
(Print) JONATHAN TAMAYO	Title: SECRETARY

WHERE BIDDER IS A CORPORATION, ADD

ATTEST:__

(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		
----	----	---	-------	------------	--	--

b. as a Subcontractor

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

Contract	Class	Percent	Name and Address of Owner
Amount	of work	Completed	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 \$1,844,810.00 \$2,825,575.00	Class of work MLLING/PAVE MILL/PAVE	Percent Completed 100%	Name and Address of Owner or Contracting Officer NCPDW PROSPECT AVE WESTBURY 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 \$9,564,000.00	MILLING MILLING		DC 30-30 THOMPSON AVE LONG ISLAND CITY DC 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?

 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	Present Position or	Years of Construction	Magnitude and type	In What
Name	Office	Experience	of work	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 Present Service 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

And the second of the second of the second of

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 NYTT 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

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 Foremanresponsible 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.

1377-1997: PaveCo, Inc.

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

1996-1997: Davis Contracting, Inc.

Laborer

EQUIPMENT LIST

			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
!		J			
	Walk Behind Saw		Husqvarna	c13p1b	
	Walk Behind Saw	*	Husqvarna	fs400Lv	
	Walk Behind Saw		Husqvarna	Saw with Arrowboard	FS6600D
<u> </u>	Bucket		4 in one		
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A11	sweeper attach	2010	python	sweepr	
A12	miller attach	2006	bobcat	miller	
A13	miller attach		Bobcat	miller	
A14	miller attach		. bobcat	mliler	
A15	breaker attach 1	2003	breaker b/cat	hb980	<u> </u>
A16	breaker attach 2	2003	breaker Jdeere	hb75	100126
A17	breaker attach 3	2007	breaker stanley	mb15exs	1653
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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 WORCE	STER INS 1,000,000.00	1 YEAR
UMBRELLA POLICE	STARR INDEMNITY LIAE	BILLITY CO \$5,000,00000	1 YEAR
WORKER COMP	CONTINENTAL INDEMNIT	Υ	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.

(Form of affidavit where Bidder is a corporation) STATE OF NEW YORK) COUNTY OF NASSAU JONATHAN TAMAYO Being duly sworn, deposes and says: That he resides at ORCHARD STREET Street, in the City of OYSTERBAYNY 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 KEKE KEELING THE LAND THE KEELING THE COLUMN THE RESIDENT THE STATE OF THE (Form of Affidavit proposed is a firm)
ORK) STATE OF NEW YORK) COUNTY OF NASSAU Being duly sworp, 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 , 20 this day of Notary (Form of Affidavit where Bidder is an individual) STATE OF NEW YORK))ss.: COUNTY OF NASSAU Being duly sworm, 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 , 20 this day of Notary ...

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

of the following forms:

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		Fotal Contract Amt:		AC Apparatus		Subcontractor's Contract Am		W Wys yng fyn i		*		
	CONTRACT NO.	Bid Date: Yotal Cor	Plumbing and Gas Pating	Steam Heating, Hot Water Heating, Ventilating and AC. Apparatus Electric Wiring and Standard (Burnárating Footures	ít as requireó,	General Description of Work				nvelope	Date:	·
•	 to submit this form corr	end Address):			රූ ර්ණ්ඩන න් රිනාක, කාප් නිසුස	Electric Wiring and Standard Muminating Fatures			ASSANTA ALCOHOL PROPERTY ACCOUNTS ACCOU	d în a separate, sealed e minatiou.		
	JBLIC WORKS the Wicks law. Failure	Project Description (Project Title, Facility Name and Address):	ig categories (check all		se check this box [],skip	Check (*/) only one. Steam Heating, Hot Water Heating, Ventiliating and AC				epresentative and include i non responsive bid deter	Title:	
	IRTMENT OF PU ORS vrojects exempt from 1	Project Description (P	tractor in the followin		ractors හැඩි විය used, plea	Plumbing and Gas Fitting				y a company aythorized r s entirety, may result in s		
	NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS WICKS EXEMPT LIST OF SUBCONTRACTORS WOTE: 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 Secentity No.	ndicate ANY work to be self-performed by the contractor in the following categories (check all that apply):		f All contract work is to be self-performed, i.e. no subcontractors will be used, please theck this box 📗 skip to bottom of form, and sign it as required.	Núconszactor's Name, Address and Federal ID No.	ecise 2 D No.	Stokes IC No.	Schera J.D. Xio.	his form must be filled out completely and legibly, signed by a company aythorized representative and included in a separate, scaled envelope within the bit empione. Use and additional page if needed, responsive bid determination. Refine to complete this form accurately and in its entirety, may result in a non responsive bid determination.	ompany Authorized Signature;	

IRAN DIVESTMENT ACT - CERTIFICATION

Pursuant to New York State Finance Law § 165-a, Fran 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:

- A. Certification that the Bidder is not on the List: Bach 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.

Signature/Date

3/11/2016

JONATHAN TAMAYO SECRETARY

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 Signate

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.

<u>Project No. H61587- 44GR Resurfacing of Various County Roads in the Town of</u> 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





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 DAMEANO 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:

		Mill & REPAUE VARIOUS STREETS
PSTEAD	TOWNS OF OYSTER BAY & HOMPSTEAD	ption: OF VARIOUS COUNTY ROADS IN THE
		Contract Number: H61587-44GR
		Authorized Signature:
	4	mye (name/title): JONATHAN TAMAYO,
	NY 11804	Address (street/city/state/zip code): 200 WINDING PD OCD BETHPAGE
		Consultant/Contractor Name: CARLO LIZZA & SONS PAVING, INC.

Part 2- Projected MBE/WBE Contract Summary:

	Combined M/WBE Contract Percentage	od 000 til	Total Combined M/WBE Dollar Amount
	WBE Contract Percentage		Total WBE Dollar Amount
10%	MBE Contract Percentage	00.000 till #	Total MBE Dollar Amount
		000000000000000000000000000000000000000	Total Dollar Value of the Prime Contract
Percentage (%)		Amount (\$)	

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

MBE Firm	MBE)	Amount(\$) and Axwerd Date	Manager Sometimen state
	()	with mind and want race	Date and Completion Date
DAWA CONSTRUCTION CORP.		Amount (\$):	Start Date:
•	1		
	TRUCKING		
State/Zip Code: NY / 11420		Award Date:	Completion Date:
Authorized Representative:			
Telephone No			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			•

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:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Cornelation Pate.
Authorized Representative:			COTTENT TO ETTE.
Telephone No.			

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

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 15-026

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

PART I: Approval by the Deput	y County Executive :	for Operation	ns must be obtained prior to <u>ANY</u> In-House or Require		===
Project Title: Resurfacing of	Various County Re	oads in the	Town on Hempstead, Phase 44		
Department: Public Works	p	roject Man	ager: Steven J. Anker	Date: <u>08-18-2015</u>	
Service Requested: The work	includes asphalt p	vement rer	noval, asphalt concrete overlay	, removal and replacement of deteriorate	te <u>d</u>
pavement, repair of joints, rep	lacement of paven	ient markin	gs and traffic loops, and other i	ncidental work.	
Justification: <u>Improvements a</u>	e public safety				
Requested by: Civil Site Engir	neering Unit (Dep	ertment/Agenc	y/Office)		
Project Cost for this Phase/Co.	ntract: (Plan/Desig	n/Construe Circle approp	ction/CM/Equipment) \$3,350	<u>0.984.00</u>	
Total Project Cost: Includes, design, construction and CM			e Start Work:	Duration: <u>150 Calendar Days</u> Phase being requested	
Capital Funding Approval:	YES NO []	SIGNATURE ONL	DATE	
Funding Allocation (Capital See Attached Sheet If multiyear	Project):	6/3	<i>27</i>		
NIFS Entered :	DATE	A SECTION AND ADDRESS OF THE PARTY OF THE PA	AIM Entered:	MA DATE	
Funding Code: 6156 W	My encumbrances		Timesheet Code;us	c this on timesheets	
	eview Act (SEQR nmental Assessme mental Environme	nt Form Re	A 17-71-7		
Department Head Approval:	yes 🛭	NO [Ynd.	ALLAS SIGNADURE	
DCE/Ops Approval;	YES 🗀	ио 🗖		SIGNATURE	
PART II: To be submitted to Chi Vendor 1.	Qu	ote	Commen	cts are received from Responding vendors.	
4				•	
DCE/Ops Approval: Version January 2014	YES NO		Signature		

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
- 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 $\,\,\,\,\,\,\,\,\,\,\,\,\,\,\,\,\,$

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	Preformed High Performance Paymnt Marking (12" White)	Preformed High Performance Marking Tape(Character&Symbol)	Preformed High Performance Pavement Marking Tape -Arrow	Epoxy Reflectorized Pavement Markings - (YELLOW) Hand Application	Epoxy Reflectorized Pavement Markings - YELLOW	Epoxy Reformized Fovement Markings - WHITE Hand Applications	Brown Dellockering I December Partitions - Dell'III	Adjust Traffic Mangetic Vehicle Detector	Furnish and Install Loop Saw Cut	Furnish and Install Loop Wires	Topsoil and Grass Seed	Asphalt Price Adjustments (Force)	Interim Payments (Force)	Silt Protection For Curb inlet Drainage Structures	Silt Protection For Surface Inlet Drainage Structures	Asphalt Joint Repair	Removal of Pavement Markers	Survey Stakeout	Clean and Fill Joints	Plowable Raised Reflectorized Pavement Markers	Profiling and Removal of Asphalt Pavement	Bult Joints	Adjustment of water Appurtenances	Adjusting injentiones	Action of Asperson Person Paventiers	Collabia valiable wiessage ogni	Costable Mariable Message Sino	Flaching Armay Roard	Which Zone Traffic Control	Saw Cutting Existing Roadway Payement Concrete	Rut Avoidance Asphalt Concrete Type 1A(Top RA Resurfacing)	Asphatt Concrete Truing and Leveling Course Type 1A	Miscrellaneous Metals	Surface Applied Detectable Warning Surface	Center October Courters	Cement Convrete Sidewalk	Concrete Curb	Altering Brick Manholes	Altering Catch Basin	Catch Basins	Cleaning Existing Drainage System	Preparing Fine Grade	Unclassified Excavation	Mobilization	Description		Bid Opening: 3/15/2016	Bid Attemp Number: 2	Resurfacing County Roads Phase 44	BID SUMMARY FOR CONTRACT: H61587-44GR	if Pyne			
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Contract ID#: CQTV16000013

Department: Traffic & Parking Violations

Agency

E-77-16

Contract Details

SERVICE: Judicial Hearing Officer

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

New X Renewal	1) Mandated Program:	Yes X	No 🗌
Amendment	2) Comptroller Approval Form Attached:	Yes X	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No 🗀
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🗌	No X

Agency Information

V401161	
Name	Vendor ID#
Elizabeth D. Pessala	
Address	Contact Person
	Phone

Parally Harbyry	County Department
ſ	Department Contact
	John G. Marks
Γ	Address
	16 Cooper Street, Hempstead, NY 11550
Γ	Phone
	516-572-2654

Routing Slip

DATE Rec'd	DEPAREMENT	Internal Verification=		DATE Appv'd&= Pyfw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		alullo	Mullah	
2/8/16	OMB	NIFS Approval	Ø	2/8/16	William Cote	Yes No Not required if blanket resolution
2/10/16	County Attorney	CA RE & Insurance Verification	W	2/11/16	MURIC	
2 11 16	County Attorney	CA Approval as to form	Ø	2/11/16	Merke	
	Legislative Affairs	Fw'd Original Contract to CA				
	Rules/ Leg					Yes No. 19.
2/1/46	County Attorney	NIFS Approval	Ø	2/11/16	Yordy SCX	
1	Comptroller	NIFS Approval		,		
	County Executive	Notarization Filed with Clerk of the Leg.				
	Chief Dep.Cty.Exec.				(A)	
3/2/16	Deputy County Exec.			1/2/16	0 X : 1 /2 /9/- 109A	107

RECEIVED

RECEIVED

RECEIVED

Contract ID#: CQTV16000013

Department: Traffic & Parking Violations

Agency

Contract Summary

Description: Contract for services for Februa	ary 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 C	ODES
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CQ

RENEW	Al-
% Increase	
% Decrease	

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

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Dotos	Feb.	6, 2	2016	

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 AM
Name	Name	3/v/16
Date	Date	(For Office Use Only) E #:



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) Grant Fund (GRT) Capital Improvement Fund (CAP) Federal % Other 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 Nassau County Committee and/or Legislature Yes No N/A No N/A
Date of approval(s) and citation to the resolution where approval for this item was provided:
· · ta
7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 month
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.

loseann	& Cleve	0/10/16
Signature	Title	Date
Print Name		
	COMPTROLLER'S	S OFFICE
	lassau County Approved Budget a	ormation listed is true and accurate and is in nd not in conflict with the Nassau County
Regarding funding, plea	ase check the correct response:	
I certify that the	funds are available to be encumbe	ered pending NIFA approval of this contract.
If this is a capital projec	t:	
	onding for this contract has been approach to de have been approached	•
budget is available	and funds have been encumbered by	at the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approved	l 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.

BALANCE MO/YEAR'A)
FISCAL MO/YEAR'A)
INDEX LZATION CT
CHARACUND SENDIL
FROJECT PROJECT
GRANTOTL

12 2016 FEB 2016 TRAFFIC & PARKING VIOLATION AG

S SUBOBJ PESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
BBATA MESCELLANE	2, 688 178, 878	2, 000 178, 878	7,900	2, <u>000</u>
BESUS SYSTEMS AND	14, 119, 630	14.119.630	344,239	13.775:391
REV = EXP E1-HELP PG E2-SELECT	. 47; 764; 401 'G., ₂ F9-LINK	47',764',401 F4'-PRTOR	F5-NEXT 810	- 44′, 843′, 591
G012": "NEXT PAGE"DISPL	. AYED' ' LINN			

FAML6455 V4.2 LINK TO: NIFS PRODUCTION SYSTEM

CURRENT YR BUDGET & OBLIGATION SUMMARY

ACTIVE

BALANCE (Y,M,Q,A): Y

FISCAL MO/YEAR : 02 2016 FEB 2016

INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG

ORGANIZATION : E20 DE

CHARAC / OBJECT FDTP FUND SFND PROJECT PROJ DTL

: GF GEN GEN

CONTRACTUAL SERVICES

02/08/2016

12:50 PM

GENERAL FUND

F4-PRIOR

F5-NEXT

GRANT GRANT DTL

UCODE/ORD#/DRC

TANAIIS S	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
		OKIG DODGI.	COK DODGET	COK ODLIG	CUR DALANCE
DEEOO	MISCELLANE	9,790,890	9,790,890		9,790,890
		θ , $t\theta 0$, $0\theta 0$	9,790,090		9,790,090
DE505	SYSTEMS &	170,250	170,250		170,250
DEJUJ			170,400		110,200
	EXP TOTAL	9,961,140	9,961,140	•	9,961,140
		σ , σ	$\sigma, \sigma \sigma$		J, JUI, IIU

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

GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:14 PM

ACTIVE

FISCAL MO/YEAR: 12 2015 DEC 2015

BALANCE TYPE: 01 ENCUMBRANC

VENDOR

ELIZABETH D. PESSALA

T/C DOCUMENT POST DATE DUE DATE DESCRIPTION

INDEX

SUBOBJ BANK

CHECK NO PERIOD

12/08/2015 136P VDTV15000270 01 TVGEN1000

DE500

12 2015

AMOUNT

12/08/2015 *JHO PESSALA - NOVEMBER 2015*

-1,200.00

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:14 PM

ACTIVE

FISCAL MO/YEAR: 11 2015 NOV 2015

BALANCE TYPE: 01 ENCUMBRANC

VENDOR : 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

11/10/2015 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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:14 PM

ACTIVE

FISCAL MO/YEAR : 10 2015 OCT 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : ELIZABETH D. PESSALA

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

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:14 PM

ACTIVE

FISCAL MO/YEAR : 09 2015 SEPT 2015 VENDOR

BALANCE TYPE : 01 ENCUMBRANC

ELIZABETH D. PESSALA

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

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:15 PM

ACTIVE

FISCAL MO/YEAR: 08 2015 AUG VENDOR

2015

BALANCE TYPE: 01 ENCUMBRANC

ELIZABETH D. PESSALA

POST DATE T/C DOCUMENT DESCRIPTION DUE DATE

INDEX

SUBOBJ BANK

CHECK NO PERIOD

08/18/2015 136P VDTV15000159 01 TVGEN1000

DE500

AMOUNT 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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:15 PM

ACTIVE FISCAL MO/YEAR VENDOR

FISCAL MO/YEAR : 07 2015 JULY 2015

BALANCE TYPE : 01 ENCUMBRANC

ELIZABETH D. PESSALA

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

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

INDEX

02/08/2016 1:15 PM

ACTIVE

VENDOR

FISCAL MO/YEAR : 06 2015 JUNE 2015

BALANCE TYPE: 01 ENCUMBRANC

SUBOBJ BANK

ELIZABETH D. PESSALA

POST DATE T/C DOCUMENT DESCRIPTION DUE DATE 06/16/2015 136P VDTV15000107 01 TVGEN1000

AMOUNT 06 2015

CHECK NO PERIOD

06/04/2015 *JHO PESSALA - MAY 2015*

DE500

-2,100.00

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:15 PM

ACTIVE

FISCAL MO/YEAR: 05 2015 MAY VENDOR

2015

BALANCE TYPE : 01 ENCUMBRANC

ELIZABETH D. PESSALA

POST DATE T/C DOCUMENT DUE DATE DESCRIPTION

INDEX

SUBOBJ BANK

CHECK NO PERIOD

05/19/2015 136P VDTV15000078 01 TVGEN1000

DE500

AMOUNT 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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:15 PM

ACTIVE FISCAL MO/YEAR: 04 2015 APR VENDOR

2015

BALANCE TYPE: 01 ENCUMBRANC

ELIZABETH D. PESSALA

POST DATE T/C DOCUMENT SUBOBJ BANK CHECK NO PERIOD INDEX DESCRIPTION DUE DATE AMOUNT 04/02/2015 107 CLTV15000017 01 TVGEN1000 DE500 04 2015 AMENDMENT TO RENEW, SERVICE CHANGE & ENCUMBER FD 04/27/2015 136P VDTV15000054 01 TVGEN1000 DE500 10,000.00 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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:15 PM

CHECK NO PERIOD

ACTIVE

VENDOR

FISCAL MO/YEAR : 03 2015 MAR 2015

BALANCE TYPE: 01 ENCUMBRANC ELIZABETH D. PESSALA

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK DUE DATE DESCRIPTION

 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 G014 - RECORD FOUND



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 M

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.



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: <u>ELIZABETH D. PESSALA</u>
CONTRACTORADDRESS:
FEDERAL TAX ID #:
<i>nstructions:</i> Please check the appropriate box ("☑") after one of the following coman numerals, and provide all the requested information.
The contract was awarded to the lowest, responsible bidder after advertisement or sealed bids. The contract was awarded after a request for sealed bids was published [newspaper] on
n [newspaper] on date]. The sealed bids were publicly opened on [date] [#] of ealed bids were received and opened.
I. 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
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

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.
\square 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 119-0, 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

<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. 309/15

COUNTY OF NASSAU

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

1.	Name of the Entity: Elizabeth D. Pessala
	Address:
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held CorpLtdp_Contract_Other (specify)
of Joii	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):
	·
	List names and addresses of all shareholders, members, or partners of the firm. If the solder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section.
	N/A

Page 2 of 4

(b) Design description of lob	scribe lobbying activity of each lobbyist. See below for a complete bying activities.
	N/A
(c) Lis Nassau County, N	t whether and where the person/organization is registered as a lobbyist (e.g., ew York State):
	N/A
	•
contractor or Vend	ATION: This section must be signed by a principal of the consultant, lor authorized as a signatory of the firm for the purpose of executing Contracts.
	ffirms and so swears that he/she has read and understood the foregoing by are, to his/her knowledge, true and accurate.
Dated:	Print Name: Elizabeth 1) . Pessalq
	Title: JHO

Page 4 of 4

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 (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. <u>Term.</u> 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. <u>Services</u>. 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) <u>Vouchers; Voucher Review, Approval and Audit</u>. 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) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. 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. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 "<u>Person</u>" 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. <u>Compliance with Law</u>. (a) <u>Generally</u>. 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) <u>Nassau County Living Wage Law.</u> 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. <u>Minimum Service Standards</u>. 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 <u>provide to the County</u> a letter from the Nassau County Bar Association Judiciary Committee <u>stating</u> that the Contractor is well qualified to serve in <u>the</u> 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. <u>Indemnification; Defense; Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, 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. <u>Assignment; Amendment; Waiver; Subcontracting</u>. 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 "<u>County Executive</u>"), 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. <u>Termination</u>. (a) <u>Generally</u>. 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.

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 (<u>iii</u>) 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) <u>Contractor Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (<u>i</u>) one (1) year of the first to occur of (<u>A</u>) final payment under or the termination of this Agreement, and (<u>B</u>) the accrual of the cause of action, and (<u>ii</u>) 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. <u>Section and Other Headings</u>. 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. <u>Entire Agreement</u>. 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. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (<u>i</u>) all County approvals have been obtained, including, if required, approval by the County Legislature, and (<u>ii</u>) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. 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

y: Unshith Drusala
Name: Elizabeth D. Pessala
Title: Judicial Hearing Officer
Date: 1/6/66
7 7 7
IACCALL COUNTY
IASSAU COUNTY
Зу:
Name:
Title: Deputy County Executive

Date:_____

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the day of JANUARY in the year 201 before me personally came Elizabeth b. Pessalato me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of th
Notary Public, State of New York No. 01MA6285133 NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC 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

with the second

Exhibit A



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or (years prior to the date of this disclosure a campaign committees of any of the follo- committees of any candidates for any of	ters of the vendor provided campaign contributions. Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?
No	
2. VERIFICATION: This section must Vendor authorized as a signatory of the f	be signed by a principal of the consultant, contractor or irm for the purpose of executing Contracts.
The undersigned affirms and so swears the statements and they are, to his/her knowledge.	nat he/she has read and understood the foregoing edge, true and accurate.
The undersigned further certifies and affi identified above were made freely and w benefit or in exchange for any benefit or	rms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental remuneration.
	Vendor: Elizabeth D. Pessala
Dated: 4/1/16	Vendor: Elizabeth D. Pessala Signed: Mugalith D. Pessala
	Print Name:
	Title:

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
- spipiretowie
Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated: None

5.D.	Pessala Ext	ribit B.		
Page 2 of 4				
	Video			
			· · · · · · · · · · · · · · · · · · ·	
4. Describe lobbyin	g activity conducted	l, or to be conducted	, in Nassau County, an	nd identify
client(s) for each activity	/ listed. See page 4	for a complete des	cription of lobbying a	ctivities.
	No a	ctivity		
		7		
		7.20		
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		And the second s	The state of the s	
. The name of pers	ons, organizations o	r governmental entit	ies before whom the l	obbyist
xpects to lobby:			,	,
	No	lobby 1st	activities	
		/		
	The state of the s			
	para territoria de la compansa del compansa de la compansa del compansa de la com			· · · · · · · · · · · · · · · · · · ·
				

6. If such lobbyist is retained or ememployment, you must attach a copy of employment is oral, attach a written state of retainer or employment does not conthave been authorized to lobby, separately	such document; as ement of the substain a signed autho	tance thereof. If the written agreement
7. Has the lobbyist/lobbying organic contributions pursuant to the New York 2016 and ending on the date of this disclude beginning two years prior to the date of to the campaign committees of any of the campaign committees of any candidates the County Executive, the County Clerk, Legislator? If yes, to what campaign contributions of the county in the County Clerk, Legislator?	State Election Laviosure, or (b), beging this disclosure and the following Nassa for any of the following the Comptroller.	inning April 1, 2018, the period I ending on the date of this disclosure, In County elected officials or to the I owing Nassau County elected offices:
	t app	plicable
I understand that copies of this Information Technology ("IT") to be pos	form will be sent	to the Nassau County Department of
I also understand that upon term give written notice to the County Attorne	nination of retainery within thirty (3)	er, employment or designation I must 0) days of termination.
VERIFICATION: The undersigned affirm the foregoing statements and they are, to	ns and so swears his/her knowledg	that he/she has read and understood e, true and accurate.
The undersigned further certifies and affilisted above were made freely and withou benefit or in exchange for any benefit or	<u>ut duress, threat or</u>	ibution(s) to the campaign committees rany promise of a governmental
Dated: 4/1/2016	Signed:	Elizabeth D. Pessala Judicial Hearing Offices
	Print Name:	Elizabeth D. Pessala
	Title:	Judicial Hearing Offices

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 <u>Elizabeth</u> D. Pessala
	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) Independent Contractor
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 _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; If Yes, provide details.

	Section	on 5 in the past 3 years while you were a principal owner or officer? YES X NO
E I C	IT Yes	n affirmative answer is required below whether the sanction arose automatically, by
υþ	alanoi:	or law, or as a result of any action taken by a government agency.
Pr	ovide a	detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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 _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 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.	the pa bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is inch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\stackrel{\textstyle \times}{}$ 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 NOX 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 \(\sum_{=}\) If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10	includi princip	ition to the information provided, in the past 5 years has any business or organization n response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gation.
11.	procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited are and sewer charges? YES NO if Yes, provide details for each such

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, <u>Elizabeth D. Pessa a</u>, 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 I day of Apr: (2014

Clipatenth Hangan Notary Bublic Sur Coi My co

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

Name of submitting business

Strabeth D. Pessala

Print name

Signature

Judicial Heaving Officer

Title

A 1 1 2016

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:
List all other business addresses used within last five years:
3) Mailing Address (if different):
Phone:
Does the business own or rent its facilities?
4) Dun and Bradstreet number:
5) Federal I.D. Number:
6) The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe)
7) Does this business share office space, staff, or equipment expenses with any other business? Yes No If Yes, please provide details:
8) Does this business control one or more other businesses? Yes No If Yes, please provide details:

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 NoX 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
	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
	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
 	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

\ \ -	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
€ r c	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.
usiness ha	(5) years, has this business or any of its owners or officers, or any other affiliated ad any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No Yes . If Yes, provide details for nstance
ay any app mited to wa uch year. I	t (5) tax years, has this business failed to file any required tax returns or failed to blicable federal, state or local taxes or other assessed charges, including but not ater and sewer charges? Yes No X If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more ocopy the appropriate page and attach it to the questionnaire.
de a detaile copy the a	ed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
conflic (i th	Please disclose any conflicts of interest as outlined below. NOTE: If no cts exist, please expressly state "No conflict exists." i) Any material financial relationships that your firm or any firm employee has hat may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists
p.	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
(ii th	iii) Any other matter that your firm believes may create a conflict of interest or he appearance of a conflict of interest in acting on behalf of Nassau County.
	No conflict exists
b) P	
ocopy the a onflict of In a) P conflic (i th a (ii pi or (ii th	interest: Please disclose any conflicts of interest as outlined below. NOTE: If no cts exist, please expressly state "No conflict exists." i) Any material financial relationships that your firm or any firm employee had that may create a conflict of interest or the appearance of a conflict of interest acting on behalf of Nassau County. No conflict exists ii) Any family relationship that any employee of your firm has with any Count public servant that may create a conflict of interest or the appearance of a conflict servant in acting on behalf of Nassau County. No conflict exists iii) Any other matter that your firm believes may create a conflict of interest on the appearance of a conflict of interest in acting on behalf of Nassau County.

Elizabeth Dalal Pessala

<u>Professional Experience</u>

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 TPVA
Contact Person Hoy, John Marks
Address 16 Cooper Street
City/State Hempstead, NY Telephone 516 572 2654
Telephone 516 572 2654
Fax #
E-Mail Address

Company	Village of Westbury
Contact Person_	Village of Westbury Mayor Peter Cavallaro
Address	1 to the state of
City/State	Westbury NY 11590
Telephone	516 334-1700
Fax #	516 334 7563
E-Mail Address	
Company	U.S. District Court Eastern District
Contact Person	U.S. District Court Eastern District Hon. Joanna Seybert 100 Federal Plaza
Contact Person	Hon. Joanna Seybert 100 Federal Plaza
Contact Person Address City/State	Hon. Joanna Seybert
Contact Person Address City/State	Hon. Joanna Seybert 100 Federal Plaza Central Islip, NY 11722

CERTIFICATION

Date

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, <u>Elizabeth Di Pessah</u>, 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 I day of April	20 <u>11</u>
Clisabeth Heenigan Notary Public	ELIZABETH FLANIGAN Notary Public, State of Florida Commission# FF 924546 My comm. expires Nov. 7, 2019
Name of submitting business:	
By: <u>Elizabeth</u> D. Possala	
Print name Elizabeth Descala Signature	
Fudicial Heaving Officer Title	
•	
4,1,2016	

Contract ID#: CQTV16000010

Department: Traffic & Parking Violations

Agency

E-81-16

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: <u>CQTV16000010</u>	NIFS Entry Date:	<u>2/6/2016</u>	Term: from 01/01/16 - 12/31/16

New X Renewal	1) Mandated Program:	Yes X	No 🔲
Amendment	 2) Comptroller Approval Form Attached:	Yes X	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No 🔲
Addl, Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🗌	No X

Agency Information

	vivalo i
Name Salvatore J. Nicosia	Vendor ID#
Address	Contact Person
	Phone

C	aonniva Peoni meni
	tment Contact n G. Marks
Addro	ess
16 Co	oper Street, Hempstead, NY 11550
Phone	
516-5	72-2654

Routing Slip

Rec'd.	DEPARTMENT	Internal Verification	,	DALE, Appvid& Fwid	<u> Signature</u>	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	₩ ∀	مالهال	John Mark	9
2/8/16	OMB	NIFS Approval	Q	2/8/16	William Lotz	Yes No Not required if blanket resolution
2/10/16	County Attorney	CA RE & Insurance Verification		2/11/16	MD 8.L.D	
211/16	County Attorney	CA Approval as to form		2/11/16	100 P.LC	
	Legislative Affairs	Fw'd Original Contract to CA				
	Rules 🔲/ Leg. 🔲					Yes No 🗷
Hullo	County Attorney	NIFS Approval	V	2/11/16	Yaclyne	
, ,	Comptroller	NIFS Approval		* *	/	
	County Executive	Notarization Filed with Clerk of the Leg.				
	Chief Dep.Cty.Exec.					101p H.L
3/1/10	Deputy County Exec.			3/2/16	pull 8	707 3100

Contract ID#: CQTV16000010

Department: Traffic & Parking Violations Agency

Contrac	t Summ	ary							
Description: Co	ntract for service	es for 2016 and encum	brance.						
pursuant to seed determines all q by law. Pursua County Office o "Commission") needed basis: (a	tion 1690 of the ' questions of law, nt to the terms of f Consumer Aff , as may be ame) determine all o	iginal Agreement, the of Vehicle and Traffic Lar acts as the exclusive traffithe attached Amendrairs Taxi and Limousinded or adopted by the questions of law; (b) ace Commission, or dispose	w. Contrier of all nent, the ne Comm Commist as the e	actor services cons issues of fact, rend Contractor shall a hission, as well as it ssion. The Contrac exclusive trier of all	ist of hearing park ers decisions, impo lso serve as a JHO s successor, the Na etor shall conduct l issues of fact; (c) 1	king and tr oses senter O on the vid assau Cour hearings in	affic violations nces or disposes plation of the R nty Taxi and Li n the same man	in the same man s of cases in any n cules and Regulat imousine Commis iner as a court an	ner as a court and nanner provided ions of the Nassau ssion (the id shall, on an as
in the County of Contract Amen shall have the ri that function ba Procurement H	blished the Nass I Nassau. The C dment. See belo ght to have thei sed on the estab istory:	au County Taxi and Li commissioner for the C w for procurement his r case heard by a JHO. lished qualifications no	ommissic tory for The JH ecessary	on has determined original scope of se lO's for the Nassau to obtain that posit	that any individua rvices. For the add County Traffic ar ion	al pleading ditional se nd Parking	not guilty to a rvices provided g Violations Ag	ny Taxi and Lime i under this amer ency are well situ	ousine violation idment: Local Law iated to perform
parking or traff the appointmen Judge, the appo	ic violation have t of the Judicial intment is made	established the Nassau the right to have their Hearing Officer to the . The Judicial Hearing e. The Contractor has	case hea Adminis Officer :	ard by a JHO. The strative Judge of th must either be a re	original contract e Nassau County I tired Judge with a	was entere District Co minimum	ed into after the ourt. Upon cert of two years b	e Executive Directification by the A oth traffic and pa	tor recommended Administrative
Description of C The Contractor		ns: JHO as more fully des	cribed al	bove.				•	
Impact on Fund The funding is a		ysis: 24,000 for services, as t	hey are 1	endered pursuant	to the contract.				
Change in Cont	ract from Prior	Procurement: None.							
Recommendation	on: Approve as	Submitted.							
Advisen	nent Inf	ormation							
BUDGELC	ODES	HUNDING SOU	RCE.	AMOUNT	LINE	l n	DEX/OBJE	TCODE	AMOUNT
Fund:	Gen	Revenue Contract		XXXXXXX	1	TVGE	V1000DE500		\$ 24,000.00
Control:	TV	County		\$ 24,000.00	2				\$
Resp:	1000	Federal		\$	3				\$
Object:	DE	State		\$	4				\$
Transaction:	CQ	Capital		\$	5				\$
		Other		\$	6		······································		\$
RENEW	AT	T	OTAL	\$ 24,000.00				TOTAL	\$ 24,000.00
% Increase	and the second of the second o				'				
% Decrease		Document Prepared B	y: Ire	ne M. Higgins				Date:	Feb. 6, 2016
: 5%									
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	NIFS Certific	,	certifu	Comptroller that an unencumbered balar	Certification	nntract is	Name Ci	judy forecutive Ap	roval
	that this document was a	accepted into NIFS.		present in the approp		au wat Id	(MI	
Name			Name				Date 3	12/14	
Date			Date		•		T7 44.	(For Office Use On	יא



Nassau County Interim Finance Authority

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

1. Vendor:	SALVATORE J. NICOSIA	\		
2. Dollar amount requir	ring NIFA approval: \$	\$0.00		
Amount to be encum	bered: \$ 24,000.00			
This is a	New Contract Advisen	nent Ame	ndment	
If advisement - NIFA only	should be full amount of contr needs to review if it is increasi should be full amount of amend	ng funds above th	e amount previous	ly approved by NIFA
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 co	ourtroom.	
4. Funding Source:				
✓ General Fund (GEN Capital Improveme Other	N) ent Fund (CAP)	Grant Fund (GRT	Federal % State % County %	- - -
Is the cash available for the If not, will it require a f	full amount of the contract?	<u> </u>	Yes	No No
Has the County Legislature	approved the borrowing?	✓	Yes	No N/A
Has NIFA approved the bor	rowing for this contract?		Yes	No N/A
5. Provide a brief descri	iption (4 to 5 sentences) of	f the item for w	hich this approv	al is requested:
Vehicle and Traffic Law and	licial Hearing Officer (JHO) to the T d also renders administrative enfor ccordance with the Rules and Regu	cement services pur	suant to Article XXI-B	of County Government Law
6. Has the item request	ted herein followed all pro	per procedure	s and thereby ap	proved by the:
Nassau County Attorney Nassau County Commit	y as to form	Yes]	No N/A No N/A	
Date of approval(s) a	and citation to the resoluti	ion where appr	oval for this iten	a was provided:
7. Identify all contracts	(with dollar amounts) wit	th this or an aff	iliated party wit	hin the prior 12 months:
CQTV14000009	- \$24,000.00 encumb	ered 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.

Rosenn	Deller	2/10/16
Signature	Title	Date
Print Name		
	COMPTROLLER	'S OFFICE
	ssau County Approved Budget	formation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, please	e check the correct response:	
I certify that the fu	nds are available to be encumb	pered pending NIFA approval of this contract.
	ding for this contract has been ap	proved by NIFA. but the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approved b	y NIFA:	·
Signature	Title	Date

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

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

NIFA reserves the right to request additional information as needed.

Print Name

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.

[AMK 70: V4.2

BALANCE (YYMAR, A)
FINDEXIZATION
ORGANIZATION
CHARACUND SENDIL
ENDO ECT PROJECT
ORGANI - - - GRANI - DTL

17 GEN1000 EEB 2016 TRAFFIC & PARKING VIOLATION AG

S SUBOBJ RESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
BBAYS EQUIEMENTS BBAYS MISCELLANE	2, 000 178, 878	2,000 170,870	7,900	2,000 187,878
BESOS SYSTEMS AND EXP. TOTAL	14, 119, 630	14,119,630	344,239	13, 775, 391
REV - EXP E7- HELP PG E8-NEXT PG	47; /64; 401 LF9-LINK	74' PRIOR 1	F5-NEXT , 810	- 44', 843', 591
GO12": "NEXT PAGE" DÎSPLA	YED' TINK		·	

'FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM

02/08/2016 CURRENT YR BUDGET & OBLIGATION SUMMARY 12:50 PM

ACTIVE

BALANCE (Y, M, Q, A) : Y

FISCAL MO/YEAR : 02 2016 FEB 2016

TRAFFIC & PARKING VIOLATION AG INDEX TVGEN1000

ORGANIZATION

CHARAC / OBJECT : E20 DE CONTRACTUAL SERVICES

FDTP FUND SFND : GF GEN GEN PROJECT PROJ DTL

GENERAL FUND

GRANT GRANT DTL: UCODE/ORD#/DRC

S SIBORT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
2 20DOD3	DESCRIPTION	OKIG DODGI	COK DODGET	COK ODLIG	CON DUPLINCE
レガビしい	MISCELLANE	9,790,890	9,790,890		9,790,890
טטטמע	MICCEPPUME	3,730,030	9,190,090		9,790,090
DE505	SYSTEMS &	170,250	170,250		170,250
DEJUUJ		170,200	110,200		170,200
	EXP TOTAL	9,961,140	9,961,140		9,961,140
	EM TOTAL	σ , σ	9,901,140		9,901,140

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F4-PRIOR F5-NEXT

F9-LINK

GO14 - RECORD FOUND

FAML4760 V4.2 LINK TO: NIFS PRODUCTION SYSTEM DOCUMENT DISPLAY

02/08/2016 12:54 PM

644.00

DOCUMENT : BTCW16000004 INPUT PERIOD: 02 2016 AMT : 26,006.00 S SFX T/C DOCUMENT REF INDEX SUBOBJ VENDOR G/L SUBSID ERR PST/GST DESCRIPTION TRANS AMOUNT 01 025 HIGRT9593FED AA97Z 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 HIGRT9593FED HH98F 04 026 Υ OHCD EMERGENCY SHELTER INDIRECT CHARGES 10,000.00 05 026 HIGRT9593FED AB10F N

F1-HELP F2-SELECT

F7-PRIOR PG F8-NEXT PG F9-LINK

OHCD EMERGENCY SHELTER FRINGE BENEFITS EXP

• FAML6161 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 12:57 PM

ACTIVE

FISCAL MO/YEAR: 12 2015 DEC VENDOR

2015 SALVATORE J NICOSIA

BALANCE TYPE : 01 ENCUMBRANC

POST DATE T/C DOCUMENT INDEX DUE DATE DESCRIPTION

SUBOBJ BANK

CHECK NO PERIOD AMOUNT

12/08/2015 136P VDTV15000278 01 TVGEN1000 12/03/2015 *JHO NICOSIA - NOVEMBER 2015*

DE500

12 2015

-1,200.00

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

FAML6161 V4.2 LINK TO: NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 12:58 PM

ACTIVE MO

FISCAL MO/YEAR : 11 2015 NOV 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 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*

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 12:58 PM

ACTIVE

FISCAL MO/YEAR: 10 2015 OCT 2015 VENDOR: SALV BALANCE TYPE : 01 ENCUMBRANC

SALVATORE J NICOSIA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO) PERIOD
	~ v =	_~~-	PTION		•			AMOUNT
	10/16/2015	136P	VDTV15000212	2 01 TVGEN1000	DE500			10 2015
	10/09/2015 *.						-	-2,400.00
	10/19/2015	107	CLTV15000026	6 01 TVGEN1000	DE500		-	10 2015
	E	NCUMB	ER ADDITIONAI	J FUNDING				6.000.00

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 12:58 PM

ACTIVE

FISCAL MO/YEAR: 09 2015 SEPT 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR

SALVATORE J NICOSIA

POST DATE T/C DOCUMENT DESCRIPTION DUE DATE

INDEX

SUBOBJ BANK CHECK NO PERIOD

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 12:58 PM

ACTIVE

VENDOR

FISCAL MO/YEAR : 08 2015 AUG 2015

BALANCE TYPE : 01 ENCUMBRANC

: 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*

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 12:58 PM

ACTIVE

FISCAL MO/YEAR : 07 2015 JULY 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR

SALVATORE J NICOSIA

POST DATE T/C DOCUMENT INDEX

SUBOBJ BANK

CHECK NO PERIOD

DUE DATE DESCRIPTION 07/17/2015 136P VDTV15000131 01 TVGEN1000

DE500

AMOUNT

07/08/2015 *JHO NICOSIA - JUNE 2015*

07 2015 -3,000.00

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 12:58 PM

ACTIVE

FISCAL MO/YEAR: 06 2015 JUNE 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR

SALVATORE J NICOSIA

POST DATE T/C DOCUMENT DESCRIPTION DUE DATE

INDEX

SUBOBJ BANK

CHECK NO PERIOD

AMOUNT

06/11/2015 136P VDTV15000103 01 TVGEN1000

DE500

06 2015

06/04/2015 *JHO NICOSIA - MAY 2015*

-2,700.00

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 12:58 PM

ACTIVE

FISCAL MO/YEAR: 05 2015 MAY 2015 **VENDOR**

05/07/2015 *JHO NICOSIA - APRIL 2015*

BALANCE TYPE : 01 ENCUMBRANC

SALVATORE J NICOSIA

SUBOBJ BANK S POST DATE T/C DOCUMENT INDEX CHECK NO PERIOD DUE DATE DESCRIPTION 05/21/2015 136P VDTV15000074 01 TVGEN1000 DE500

05 2015 -2,700.00

AMOUNT

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 12:58 PM

ACTIVE FISCAL MO/YEAR : 04 2015 APR 2015

BALANCE TYPE : 01 ENCUMBRANC

SALVATORE J NICOSIA VENDOR

S	POST DATE T	r/C DOCI	UMENT	INDEX	SUBOBJ	BANK	CHECK 1	NO PERIOD
	DUE DATE DES	SCRIPTIO	V					AMOUNT
	04/13/2015 1	136P VDT	V15000024 0	1 TVGEN1000	DE500			04 2015
	04/08/2015 *JH	HO NICOS	IA - JANUAR	Y 2015*				-1,500.00
	04/13/2015 1				DE500			04 2015
	04/08/2015 *JH							-1,500.00
	04/13/2015 1				DE500			04 2015
	04/09/2015 *JH	HO NICOS	IA - MARCH	2015*				-1,800.00

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 12:58 PM

ACTIVE

VENDOR

FISCAL MO/YEAR: 03 2015 MAR

2015

BALANCE TYPE : 01 ENCUMBRANC

SALVATORE J NICOSIA

POST DATE T/C DOCUMENT DUE DATE DESCRIPTION

INDEX

SUBOBJ BANK

CHECK NO PERIOD

03/25/2015 107 CLTV15000012 01 TVGEN1000

DE500

AMOUNT 03 2015

AMENDMENT TO RENEW, SERVICE CHANGE & ENCUMBER FD

18,000.00

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



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.



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:	
FEDERAL TAX ID #:	
<u>Instructions:</u> Please check the appropriation numerals, and provide all the reque	•
I. □ The contract was awarded to the lowe for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened.	after a request for sealed bids was published
II. The contractor was selected pursuant The Contract was entered into after a wr Potential proposers were	ritten request for proposals was issued on
website. Proposals were due on The evaluation committee consisted of: proposals were scored and ranked. As a result of the was selected.	were received and evaluated The

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.
\square 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
<u> </u>

<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. 309/15

COUNTY OF NASSAU

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

1.	Name of the Entity: Selvatore J. Nicosia
	Address:
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability CoClosely Held Corp Contrator Other (specify)
of Joir	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):
	Mora
	List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section.

Page 2 of 4

Page 3 of 4

(b) Describe lobbying activi escription of lobbying activities.	ty of each lobbyist. See below for a complete
m	orl
,	
AH PROA	
4	
(c) List whether and where the same County, New York State):	the person/organization is registered as a lobbyist (e.g.,
\sim	vons.
,	
	must be signed by a principal of the consultant, gnatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears tatements and they are, to his/her know	that he/she has read and understood the foregoing
tatements and they are, to ins/fiel know	_
Dated: 12/30/15	Signed: Solvatore // 1100
	Print Name: SalvaTore J. NICOSIA
	Title: Judecoh Heoreng offices

Page 4 of 4

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 (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. <u>Term.</u> 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. <u>Services</u>. 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) <u>Vouchers; Voucher Review, Approval and Audit</u>. 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) <u>Timing of Payment Claims</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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 (<u>i</u>) performed prior to termination, (<u>ii</u>) authorized by this Agreement to be performed, and (<u>iii</u>) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" 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) <u>Nassau County Living Wage Law.</u> 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. <u>Minimum Service Standards</u>. 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. <u>Indemnification; Defense; Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, 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. <u>Assignment; Amendment; Waiver; Subcontracting.</u> 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. <u>Termination</u>. (a) <u>Generally</u>. 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.

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) <u>Contractor Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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)(j) 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. <u>Section and Other Headings</u>. 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. <u>Entire Agreement</u>. 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) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (<u>i</u>) all County approvals have been obtained, including, if required, approval by the County Legislature, and (<u>ii</u>) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. 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.

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

SALVATORE J. NICOSIA

Ву	>	olva	las	X	Nico	\ <u>`</u>
-	Name:	Salvatore	e J. Nic	cosia	э	
		Judicial F				
	Date:_	12	130/	15		
			,			

NASSAU COUNTY

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

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
On the 30 day of Deen Ser in the year 2 Salvate Two sales to me personally known, we say that he or she resides in the County of described herein and which executed the above instrum	_; that he or she is the individual
NOTARY PUBLIC	KAREN J LORENZO NOTARY PUBLIC STATE OF NEW YORK NASSAU COUNTY LIC. #01L06209402
	COMM. EXP. 7 / 30 /
STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
On the day of in th	who, being by me duly sworn, did depose and
say that he or she resides in the County of	ration described herein and which executed
NOTARY PUBLIC	

July.

Exhibit A

A, B & Buston



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 Count 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 Signed: Salvature & Niver
Print Name: HON. SALVATORE J. NICOSIA 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 "lobbyist" means any and every person or organization retained, employed or designate client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to Space and Parks Advisory Committee and Planning Commission. Such matters include not limited to, requests for proposals, development or improvement of real property sub County regulation, procurements. The term "lobbyist" does not include any officer, directive, employee, counsel or agent of the County of Nassau, or State of New York, who discharging his or her official duties.	the Open but are ject to
Ne	
	····
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nounty, New York State):	Vassau
3. Name, address and telephone number of client(s) by whom, or on whose behalf, to lobbyist is retained, employed or designated:	he

Page 2 01 4	
4	
4. Describe client(s) for each	lobbying activity conducted, or to be conducted, in Nassau County, and identia activity listed. See page 4 for a complete description of lobbying activities
	none
	·
41144	
The name rpects to lobby:	of persons, organizations or governmental entities before whom the lobbyist
	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

- 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.
- 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?

Mo

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.

Signed:

Print Name:

Title:

HON. SALVATOR<u>E J. NICOSI</u>A

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.

(L	JSE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING (UESTIONS).	
Da	ate:	517
	Address of Place of Business:	
Lis —	st all other business addresses used within last five years:	
3)	Mailing Address (if different):	
Ph	none:	
Do	pes the business own or rent its facilities?	
4)	Dun and Bradstreet number:	
5)	Federal I.D. Number:	
6)	The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe)	
7)	Does this business share office space, staff, or equipment expenses with any other business?	
	business? Yes No If Yes, please provide details:	
8)	Does this business control one or more other businesses? Yes No $ u$ If Yes, pleat provide details:	se

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)	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 NoV 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
	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
; ;	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
i (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

Salvetares J. Neosia

	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 _v 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.
business respect to	st (5) years, has this business or any of its owners of officers, or any other affiliated had any sanction imposed as a result offudicial or administrative proceedings with any professional license held? Yes No; If Yes, provide details for a firstance
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each r. Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire
Provide a det photocopy the	ailed response to all questions checked "YES". If you need more space, a appropriate page and attach it to the questionnaire.
17) Conflict of a) con	Finterest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
	1 ▼

Company
Contact Person
Address
City/State
Telephone
Fax#
E-Mail Address
Company
Company Contact Person
Company Contact Person Address
Company Contact Person Address City/State
Company Contact Person Address

CERTIFICATION

the items contained in the foregoing pages of this attachments; that I supplied full and complete answind knowledge, information and belief; that I will notify	AY RESULT IN RENDERING THE ISIBLE WITH RESPECT TO THE PRESENT / SUBJECT THE PERSON MAKING THE vorn, state that I have read and understand all questionnaire and the following pages of wers to each item therein to the best of my the County in writing of any change in
circumstances occurring after the submission of the the contract; and that all information supplied by minformation and belief. I understand that the Count questionnaire as additional inducement to enter in entity.	ne is true to the best of my knowledge, by will rely on the information supplied in this
Sworn to before me this ISt day of April	20 <u>l (</u> /
Reshmir Suthda	
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. Nicasia	wood.
Hearing Officer	<u>.</u>
Title J 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.

SUE WIL	MPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO BMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL LIBE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR ARD
1.	Principal Name Salvalone, J. NICOSHA
	Date of birth
	Home address
	City/state/zip
	Business address April
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President / Treasurer / / Chairman of Board / / Shareholder / / Chief Exec. Officer / / Secretary / / Chief Financial Officer / / Partner / / Vice President / / / / (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.

6.	Section	any governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO
op: Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. I detailed response to all questions checked "YES". If you need more space, photocopy opriate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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? YESNOIf 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 _V If Yes, provide details for each such instance.
	bankru the par bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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 V 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)	e) In the past 5 years, have you been convicted, after trial or misdemeanor?	
		YES NO If Yes, provide details for each such of	conviction.
	f)	f) In the past 5 years, have you been found in violation of an statutory charges? YES NO If Yes, provide doccurrence.	y administrative or etails for each such
9.	years, investi- subjec for, or respon	ddition to the information provided in response to the previous s, have you been the subject of a criminal investigation and/o stigation by any federal, state or local prosecuting or investigation by any federal, state or local prosecuting or investigation ect of an investigation where such investigation was related to or on behalf of the submitting business entity and/or an affiliate onse to Question 5? YES NO If Yes, provide destigation.	r a civil anti-trust ative agency and/or the o activities performed at, ed business listed in
10.	listed in anti-tru includir principa	ddition to the information provided, in the past 5 years has any d in response to Question 5, been the subject of a criminal invertigation and/or any other type of investigation by an ding but not limited to federal, state, and local regulatory agestipal owner or officer? YES NO If Yes; provide destigation.	restigation and/or a civil ny government agency, ncies while vou were a
11.	respon: procee	e past 5 years, have you or this business, or any other affiliate onse to Question 5 had any sanction imposed as a result of ju sedings with respect to any professional license held? YES _ de details for each such instance.	idicial or administrative
12.	applica	he past 5 tax years, have you failed to file any required tax recable federal, state or local taxes or other assessed charges, ater and sewer charges? YES NO If Yes, provide	including but not limited

CE	RT.	F	IC.A	T	n	N

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.

Sworn to before me this I 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. Micosca

Print name

Signature

Heaving Officer

Title

1, 1, 2016

Date



Department: Social Services

E-85-16

Contract Details

SERVICE Parentage Testing Services

MIDO	115 /	1. 01	001	C000	ΔΙΔ
NIFS	ID 7	Ŧ. CL	722T	0000	ענטי

NIFS Entry Date: 12/28/15 Term: from 01/01/16 to 12/31/16

New Renewal	1) Mandated Program:	Yes 🖂	No 🗌
Amendment	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🖂	No 🗌
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes-	No 🖂
Blanket Resolution	5) Insurance Required	Yes 🛛	No 🗆

Agency Information

Vendo	r		
Name Laboratory Corporation of America Holdings	Vendor ID# 133757370-04		
Address 1440 York Court Extension	Contact Person Angie Miller Eamil millera@labcorp.com		
Burlington, NC 27215	Phone 800-742-3944 X 67335 Fax 336-538-6572		

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

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)		1428/15	Imay	
	ОМВ	NIFS Approval		213115	on ROUA	Yes No Not required if
1/416	County Attorney	CA RE & Insurance Verification	M	1/4/16	Q. Gmoto	
Holeb	County Attorney	CA Approval as to form		1/6/18	1	
7-(Legislative Affairs	Fw'd Original Contract to CA			P	
	Rules 🔲 / Leg. 🔲					Yes□No Z
1/6/16	County Attorney	NIFS Approval	V	1/6/16	0/	
1	Comptroller	NIFS Approval				
4411	County Executive	Notarization Filed with Clerk of the Leg.		4/4/1	Euxleh	

FE :11 G 2- A9A dibs

RECEIVED
Y THE LEGISLATURE
CLERK OF THE LEGISLATURE

Contract Summary

PR5254 (8/04)





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 O	ODES
Fund:	GEN
Control:	28
Resp:	2800
Object:	DE500
Transaction:	CQ

RENEW	AL.
% 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		\$
3		\$
4		\$
5	SSGEN2800/DE500	\$24,000.00
6	00.11	\$
•	Ch. Greats 21/4/6 TOTAL	\$24,000.00
	and the state of t	

	·····	The second secon	- page American red P
Decument Prepared By:			Date:

NIES Certification	Comptroller Certification	County Executive Approval
certify that this document was accepted into NIFS.	certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name California Manual
Name	Name	Date 4/4/16
Date	Date	(For Office Use Only) E#:

126123

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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.

CLS>16000010



Nassau County Interim Finance Authority

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

1. Vendor:	Laboratory Corporation	of America F	loldings		
2. Dollar amount requi	ring NIFA approval: \$	24,000.00			
Amount to be encun	nbered: \$ 24,000.00		·		
This is a	New Contract Advis	sement	Amendment		
If advisement - NIFA only	t should be full amount of cor needs to review if it is increa should be full amount of amo	asing funds abo	ove the amount pr	reviously approve	d by NIFA
3. Contract Term:	01/01/16 to 12/31/16				
Has work or services or	this contract commenced?	✓ Ye	s	No	
If yes, please explain:	Ongoing mandated ser	rvice.			
4. Funding Source:			·		
General Fund (GE Capital Improvem Other	ent Fund (CAP)	_ Grant Fund	(GRT) Federal % State % County %	66 1 0	
Is the cash available for th	e full amount of the contract?	2	✓ Yes	No	
If not, will it require a		·	Yes	No	
Has the County Legislatur	e approved the borrowing?		Yes	No _ V	/ N/A
Has NIFA approved the bo	orrowing for this contract?	_	Yes	No	/ _{N/A}
5. Provide a brief desci	ription (4 to 5 sentences)	of the item f	or which this a	pproval is requ	ested:
federal Family Support Act of 1996 Court at the days & times required	service. Establishment of paternity and supp 3 emphasize using genetic teating to resolvest by the court. The contractor shall issue lab r in compliance with any & all applicable lew	e paternity disputes. Ti boratory reports. The C	e vendor shall supply spec contractor shall maintain in	cimen collection at the Na dividual records for each I	ssau County Family aboratory test
6. Has the item reques	sted herein followed all p	roper proce	lures and there	eby approved b	y the:
Nassau County Attorne Nassau County Commi	ey as to form ttee and/or Legislature	Yes _	No	N/A N/A	
Date of approval(s)	and citation to the resolu	ution where	approval for th	is item was pro	vided:
,					
7 Identify all contracts	s (with dollar amounts) w	with this or s	n affiliated new	terrejthin the -	mion to more
CLSS15000009		vici this of a	a unuateu par	ty within the p	TAL 12 MOUNT
02001000000	ψ 2 1,000.00				
L					



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.

_loseans		1/4/16
Signature	Title	Daté
Print Name	 	
	COMPTROLLER'S	S OFFICE
	Jassau County Approved Budget a	ormation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, plea	ase check the correct response:	
I certify that the	funds are available to be encumbe	ered pending NIFA approval of this contract.
	onding for this contract has been app	roved by NIFA. at the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	d 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.

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NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY FAML6455 V4.2 12/31/2015 LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : Y FISCAL MO/YEAR : 01

: 01 2016 JAN 2016

INDEX ORGANIZATION

: SS

X

SOCIAL SERVICES

10:38 AM

CHARAC / OBJECT FOTP FUND SFND PROJECT PROJ DTL

: GF GEN GEN

GENERAL FUND

GRANT GRANT DTL UCODE/ORD#/DRC

S OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE	
$\mathbb{B}\mathbb{B}$	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	
${ m HF}$	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				
CO10 NEVT DACE DICDIAVED						

GO12 - NEXT PAGE DISPLAYED

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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: <u>Laboratory Corp. of America Holdings</u>

CONTRACTORADDRESS: 1440 York C FEDERAL TAX ID #: 133757370-04	Court Extension,	Burlington, NC 27215
<u>Instructions:</u> Please check the appropriation roman numerals, and provide all the requ	•	<u> </u>
I. □ The contract was awarded to the lower	est, responsible t	oidder after advertisement
for sealed bids. The contract was awarded	after a request fe	or sealed bids was published
	-	*
in[date]. The sealed bids were publicly opened on		[date]. [#] of
sealed bids were received and opened.		
II. □ The contractor was selected pursuan	t to a Request fo	or Proposals.
The Contract was entered into after a written req	uest for proposals v	was issued on March 20, 2009.
Potential proposers were made aware of the avai	lability of the RFP	by advertisement in Newsday,
posting on industry websites, via email to inter	•	,
procurement website. Proposals were due on Apr	,	,
evaluated. The evaluation committee consisted of:		
member of the County Executive's Office. The pr	_	d and ranked. As a result of the
scoring and ranking, the highest-ranking proposer w	as selected.	

	·		

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.
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 119-0, the department is purchasing the services required through an inter-municipal 2 agreement.

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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

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

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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 Name: LABORATORY CO					
Service Provided:		*****************		***************************************	
Evaluation Period: From: <u>January</u>	<i>1, 2015</i> T	o: <u>Octobe</u>	er 31, 201	<u>15</u>	
Evaluator's Name, Title, Phone #: RE	IONDA ULLRICH				
0000000 C	2015				
Date: Service X.4.			*************	*************	
through (e), provide your overall assert Definitions of the rating scale and rat comments may be provided on a sep RETURN THE COMPLETED FORM	ing factors are prov parate sheet.	vided on the	back of th	nis form. Add	ditional
PERFORMANCE EVALUATION			,		
FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					
b. Timeliness of Service				1/	
c. Cost Effectiveness					
d. Responsiveness to DSS Requests		* ····		1/	
e. Number of Complaints				//	
f. Problem Resolution				//	
Overall Performance Evaluation			<u> </u>	· /	
		? (Yes) N			

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-			
			:
			<u> </u>

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:
 - o DSS staff?
 - o Other Nassau County departments?
 - o 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



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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,

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

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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. <u>Renewal Term.</u> 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 "<u>Amended Agreement</u>"), shall be December 31, 2016.
- 2. <u>Maximum Amount</u>. 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").

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expressly ame	Force and Effect. A nded by this Amend f the parties for the t	ment shall remain i	n full force and eff	
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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: Amaie R. Miller
Title: Contract Manager
Date: 12 - 23 - 15
NASSAU COUNTY
By:
Name:
Title: County Executive
☐ Deputy County Executive
Date:

PLEASE EXECUTE IN <u>BLUE</u> INK

125018

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STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
On the day of in the year 201 before me personal came to me personally known, who, being by me duly sword depose and say that he or she resides in the County of; that he or she County Executive of the County of Nassau, the municipal corporation described herein a which executed the above instrument; and that he or she signed his or her name theret pursuant to Section 205 of the County Government Law of Nassau County.	n, did e is a ind
NOTARY PUBLIC	
STATE OF NEW YORK))ss.: COUNTY OF NASSAU)	
On the 23rd day of December in the year 2015 before me personal came Angie Miller to me personally known, who, being by me duly sword depose and say that he or she resides in the County of Alamance; that he or she Contracts Manager of Laboratory Corporation of America, the corporation describe herein and which executed the above instrument; and that he or she signed his or her rethereto by authority of the board of directors of said corporation.	illy n, did e is the ed name
NOTARY PUBLIC	

PRINCE D MILES

PRINCE D MILES
Notary Public, North Carolina
Guilford County
My Commission Expires 4-19-2016

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Contracts . Handard Largering Chermann of Surveyes

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 CoClosely Held CorpOther (specify)
parties	List names and addresses of all principals; that is, all individuals serving on the Board ectors or comparable body, all partners and limited partners, all corporate officers, all sof Joint Ventures, and all members and officers of limited liability companies (attach anal 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. shareh Public	List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a sly held Corporation include a copy of the 10K in lieu of completing this section. Please refer to the enclosed 2014 Annual Report / 10K.
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Page 2 of 4	
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6. List all affiliated and related companies and their relaline 1. above (if none, enter "None"). Attach a separate disclosubsidiary company that may take part in the performance of the shall be updated to include affiliated or subsidiary companies participate in the performance of the contract.	sure form for each affiliated or this contract. Such disclosure
LabCorp holds the sole responsibility for the performance of this control to Nassau County and the families it serves.	ontract to provide paternity testing services
7. List all lobbyists whose services were utilized at any sbid, post-bid, etc.). The term "lobbyist" means any and every employed or designated by any client to influence - or promote County, its agencies, boards, commissions, department heads, including but not limited to the Open Space and Parks Advisor Commission. Such matters include, but are not limited to, req or improvement of real property subject to County regulation, engage in lobbying as the term is defined herein. The term "loofficer, director, trustee, employee, counsel or agent of the Co York, when discharging his or her official duties.	person or organization retained, e a matter before - Nassau legislators or committees, ry Committee and Planning uests for proposals, development procurements, or to otherwise obbyist" does not include any
(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.

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y a company of the control of the co	- was a sign of the same and th
The state of the s	
to reference personal and the second	
(c) List whethe , Nassau County, New	r and where the person/organization is registered as a lobbyist York State):
N/A	
At the second contract of the second contract	
•	
	This section must be signed by a principal of the consultant orized as a signatory of the firm for the purpose of executing
	and so swears that he/she has read and understood the ey are, to his/her knowledge, true and accurate.
ed: <u>12-32-15</u>	Signed: angie R. Miller
	Print Name: Angie R. Miller

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			' .
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Page 4 of 4

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.

Doc id # 123161 Rev. 8/4/15

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More information

David P. King Chairman and Chief Executive Officer

Kerril B. Anderson

Director

Jean-Luc Bélingard Director

D. Gary Gilliand

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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Investor Relations | Careers | HIPAA Information

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HATTER AND THE TOTAL STREET

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Corporate Governance

News & Events

More Information

David P. King

Chairman and Chief Executive Officer

Glenn A. Esenberg

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 Ghlef 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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Investor Relations | Careers | HIPAA Information

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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

(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. Willer Signature	12-22-15 Date
Laboratory Corporation of America Holdings Name of Organization	
1440 York Court, Burlington, NC 27215 Address of Organization	Appear & Market & Mar

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

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Business History Form (Appendix C)

LabCorp provides a completed Business History Form in this section.

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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 2721
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:

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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 Nox 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.
had any	st (5) years, has this business or any of its owners or officers, or any other affiliated business sanction imposed as a result of judicial or administrative proceedings with respect to any nal license held? No _x_ Yes; If Yes, provide details for each such instance
applicable sewer cha response	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water and arges? No _x Yes If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page and o the questionnaire.
Provide a de appropriate p	stailed response to all questions checked "YES". If you need more space, photocopy the large and attach it to the questionnaire.
17) Conflict o	of Interest: 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 bellef. Wem

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- (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.
- (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 bellef. \mathbb{Q}_{KW}
 - 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.

	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.
had any s	(5) years, has this business or any of its owners or officers, or any other affiliated business anction imposed as a result of judicial or administrative proceedings with respect to any al license held? No x Yes ; If Yes, provide details for each such instance.
applicable sewer cha response t	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any a federal, state or local taxes or other assessed charges, including but not limited to water and arges? No _x Yes If Yes, provide details for each such year. Provide a detailed to all questions checked 'YES'. If you need more space, photocopy the appropriate page and to the questionnaire.
Provide a det	tailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict o	of Interest: Please disclose:
<i>w</i> y	(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.

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- (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.

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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 200d day of September 2011					
Notaty Public					
Laboratory Corporation of America Holdings					
Name of submitting business:					
Print name Ongie R. Miller Print name Signature					
Contract Manager Title					
9 / 2 / 2011 Date					

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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.

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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	7,405,325(1)	7.4%
Two North LaSalle Street—500		
Chicago, IL 60602-3790		
T. Rowe Price Associates, Inc	5,936,193(2)	5.9%
100 East Pratt Street		
Baltimore, MD 21202-1009		
BlackRock, Inc	5,396,457(3)	5.4%
40 East 52 nd Street		
New York, NY 10022		
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)	串
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)	1/5
William B. Hayes	173,178(4,5)	*
Andrew S. Walton	134,746(4,5)	3 k
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

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- 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

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Contract Details

SERVICE Parentage Testing Services

NIF5 ID #; CQ551200005	WIFS Entry Date: 12-14-11	1erm: from 01/01/12_	to 12/31/1	2
New 🛛 Renewał 🗌	1) Mandated Program:		Yes 🛛	No 🗌
Amendment	2) Comptroller Approval Fo	orm Attached:	Yes 🛚	No 🗌
Time Extension	3) CSFA Agmt & 32 Comp	liance Attached:	Vec 🕅	No 🗀

Agency Information

Vendo	$\hat{\mathbf{r}}$
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

Coi	inty Department	1.00
Department	Contact Virginia Webb	57:
Address 60	Charles Lindbergh Blvd	
Phone 516	227-7452	

Routing Slip

DATE. Rec'd	DEPARTMENT	- Internal Verification	DATE Appy'd& Fwid:	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	12/4/11	mes	
	ОМВ	NIFS Approval	17/23/11	Shub;	Yes No Not required if
12/24/11	County Attorney	CA RE & Insurance Verification	Difré for	D 4/2	
12/26/11	County Attorney	CA Approval as to form	12/4/11	D. 4	
7 7	Legislative Affairs	Fw'd Original Contract to CA		0	
	Rules 🔲 / Leg. 🔲				Yes□No□
idrila	County Attorney	NIFS Approval	1 1/26/V	0.	
	Comptroller	NIFS Approval	01/1/12		
	County Executive	Notarization Filed with Clerk of the Leg.	2/10/1	2 Plle	The second secon



Contract Summary

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%]	Decrease		7	Document Prepared B	y:					Date:	
				cepted into NIFS.		Comptretter Cy that an unencumbered balance present in the appropria			Name Date	hty Executive Appro	oval (************************************
Di	ate	}-	(11)	N	Date	1/4/12	<u> </u>	1	E #:	(For Office Use Only)	

THIS AGREEMENT, dated as of October

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. <u>Term</u>

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. <u>Services</u>

The services to be provided by the Contractor under this Agreement (the "<u>Services</u>") 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:
 - (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 part 5.
 - 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:
 - 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

3. Payment

- (a) <u>Consideration</u>. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "<u>Maximum Amount</u>") 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 (incounty, out-of-county, and out-of-state), scheduling, supplies, shipping, genetic analysis, reporting, technical training and litigation support (expert testimony and consultation).
- (b) <u>Vouchers: Voucher Review. Approval and Audit</u>. 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 "<u>Voucher</u>") 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) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. 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. <u>Independent Contractor</u>

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. <u>Compliance With Law</u>

- (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) <u>Nassau County Living Wage Law.</u> 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".)
- (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. <u>Minimum Service Standards</u>. 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. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>

- (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, 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) <u>Types and Amounts</u>. 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) <u>Delivery: Coverage Change; No Inconsistent Action.</u> 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. <u>Termination</u>

(a) <u>Generally</u>. 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.

- 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) <u>Contractor Assistance upon Termination</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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. 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. <u>Limitations on Actions and Special Proceedings Against the County</u>

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) <u>Time Limitation</u>. 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 <u>Executory Clause</u>

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) <u>Availability of Funds</u>. 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]

	, 2011	ntractor has executed this Agreement on and the County has executed this Agreement on the
date first above written.		·
		LABORATORY CORPORATION OF AMERICA HOLDINGS
		. •
		By: ange R. Mully
		Name: Angi R. Willer
		Title: Contract Manages
		Date: 1-17-11
		NASSAU COUNTY
		By: Mame: Ruhaes R. Walker
		Title: County Executive
		Deputy County Executive
		Date: 2/10/12

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)	•
COUNTY OF NASSAU)ss.:)	
is a County Executive of the which executed the above in	or she resides in the County of County of Nassau, the munic	the year 2011 before me personally known, who, being by me duly sworn, that he or she ipal corporation described herein and signed his or her name thereto of Nassau County.
NOTARY PUBLIC	uca	DOREEN R. PENNICA NOTARY PUBLIC STATE OF NEW YORK
North Caroling STATE OF NEW YORK Namance COUNTY OF NASSAU))ss.:)	COMMISSION NO. 01PE6170832 EXPIRES 7/23/20 <i>25</i>
described herein and which	y of November in to me personally lor she resides in the County of of Laboratory Corporate executed the above instrument of the board of directors of said	the year 2011 before me personally known, who, being by me duly sworn, Alamance; that he or she corporation at; and that he or she signed his or her deorporation.
NOTARY PUBLIC	lowd	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

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. Mille
Title: Contract Manager
Date: 11-17-11

damages in a civil action.

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(I) 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 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 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:
Dayld P. King
Ismes T. Boyle, Ir.
Dr. Andrew Conrad
William B. Hayes
Andrew Soott Walton
Benjamin R. Miller
Executive Vice President, Esoterix Business
Non-Section 16 Executive Vice President, Atlantic Division

Senior Vice President

Additional Officers: Michael A. Aicher Senior Vice President Senior Vice President Senior Vice President Devin M. Lorsson David L. Masters Senior Vice President Steven M. Anderson Senior Vice President Karen A. McFadden Robert A. Bearden Senior Vice President Elizabeth A. Mitcheil Senior Vice President Senior Vice President Dr. Mark Elliott Brecher David L. Morgan II Senior Vice President Senior Vice President Berten L. Christianson David Brad Morton Senior Vice President Senior Vice President Brian J. Coc Robert L. Neison, Jr. Senior Vice President Senior Vice President Edward T. Dodson Patrick F. Noland Senior Vice President F, Samuel Eberts III Senior Vice President Senior Vice President Dale 5. Phipps Senior Vice President Senior Vice President Marcia T. Eisenberg Mark S. Schroeder Senior Vice President Michael I. Etheridge Randall L. Simmons Senior Vice President Senior Vice President Lidia L. Fonseca David W. Smith Senior Vice President Senior Vice President Robert M. Garvey, Jr. Lisa Hoffman Starr Senior Vice President Senior Vice President Peter H. Huley Sandra D. van der Vaart Senior Vice President, Asst Secretary Senior Vice President Steven D. Jones

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:

Beverly I. Hartshorn Divisional/Regional - Operations (Florida) US Clinical Trials Operations Alexandre E. Abramov Supply Chain Divisional - Finance (Florida) Divisional - Finance (Atlantic) Contracts, Proposals and Letters Jeffrey C. Hltzke Parthia Gentles Hudson Marketing and Business Development - (with William F. Bucher Christina Johnston the exception of government contracts and David M. Johnston Clinical Trials Testing Services bids) Contracts (Confidentiality, Travel - (cash advances, hotel direct bills, Debbie K. Burnette Pre-Clinical and Phase I-IV) Corporate Purchasing Identity - Bids, Pricing Letters and car rental, apartment leases, hotel agreements, travel management Marianne Levandoski statements, expense reports to be paid George Maha Agreements directly to corporate credit card balance AMS Use Agreements/Vendor Contracts Licensing, Mergers & Acquisitions Robert S. McLean and journal vouchers) (with the Jonathan C. Meltzer exception of government Confidentiality Agreements (with the contracts and bids) exception of government contracts and bids) Divisional/Regional - Operations (Florida) Identity - Bids, Pricing Letters and Divisional - Finance (Central South) Terry S. Crane Rodolfo Menendez Ernest D. Delia Divisional - Pinance (Northeast) Angle Miller Lynda D. Dinwiddie Corporate Fleet and Travel (with the Agreements exception of government Marketing and Sales Support (with the Nancy L. Moore contracts and bids) exception of government contracts and bids) Michael Duda US Clinical Trials Operations Divisional/Regional - Operations (Atlantic) Contracts, Proposals and Letters Larry W. Newsom Edward D. Van Nimwegen Cheryl H. Van Vorous Divisional - Finance (Southwest)
Pathology Services and Lab Directorship Occupational Testing Services - Contracts, Pameta S. Edwards Proposals and Letters Corporate IS/MIS <\$25,000.00 Agreements William D. Edwards, III Divisional/Regional - Operations (Northeast)
Licensing: Confidentiality Agreements Divisional/Regional - Operations (Southwest) Kurt Wanner Scott R. Evans Brian S. Wilcox Terence Farrell Divisional/Regional - Operations (Florida) (with the exception of government contracts and bids) Science & Technology James K. Fleming Divisional/Regional - Operations (Florida) Jorge A. Franco Divisional/Regional - Operations (Florida) Randolph M. Young Leb Administration Thomas A. Grant Divisional - Finance (Central North) Larry E. Gullett, Jr.

I, P. Samuel Eberts III, the Secretary of Laboratory Corporation of America Holdings, a corporation organized and existing under the laws of the State of Delawars, 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 Ard day of February 2010.

LABORATORY CORPORATION OF AMERICA HOLDINGS

SEAL

Eric Lindblom

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	
corporation for purposes of entering i	zed to execute a contract agreement on behalf of this into a contract with the Nassau County Department of ary 1, 2012 through December 31, 2012.
·	Officer
Sworn to before me this	
day of,	2011
Notary Public	





Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CLSS13000004	NIFS Entry Date:12/06/12 Term: from 01/01/13	_ to 12/31/1	3
New Renewal	1) Mandated Program:	Yes 🖂	No 🗌
Amendment 🛛	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Ýes □	No 🛛
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🗌	No 🛛
Blanket Resolution RES#	5) Insurance Required	Yes 🛚	No 🗀

Agency Information

Vendo	
Name Laboratory Corporation of America	Vendor ID# 133757370-04
Holdings	
Address 1440 York Court Extension	Contact Person Angie Miller
Address 1110 Tork Court Extension	Eamit millera@labcorp.com
Burlington, NC 27215	
	Phone 800-742-3944 X 67335
	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	Appy'da SIGNATURE	Leg. Approval
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	141/n mis	
	OMB	NIFS Approval	- DH Que Com	Yes No No Not required if blanket resolution
1/2/1	County Attorney	CA RE & Insurance Verification	1/3/13 W. anato >	
1/4/13	County Attorney	CA Approval as to form	\$ 1/4/13 \square \squa	
1	Legislative Affairs	Fw'd Original Contract to CA		
	Rules []/ Leg. []			Yes No 🗆
1/4/13	County Attorney	NIFS Approval	X 1/4/13 7 N	
7.7.	Comptroller	NIFS Approval	V 1/18/13 - 1/19/13	
	County Executive	Notarization Filed with Clerk of the Leg.	2/22/13	



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%
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 C	ODES
Fund:	GEN
Control:	28
Resp:	2800
Object:	DE500
Transaction:	CQ

RENEW	ALC:
% 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	00	\$
^5 ~ ~	G. Umato 1/3/13	\$
6		\$
	TOTAL	\$24,000.00

		J							
% Decrease		Document Prepared B	у:					Date:	
(1) 10 mm (1) 1	NIFS C	ertification	Comptroller Certification		1	Coun	ty Exe	cutive Approval	٦
I certify	that this docume	ent was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name	//		7		

NIFS Certification	Comptroller Certification	Z 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 Machael S. Cohen	Juny Mariage	2/22/13
Date 1/23/2013	Date 1/18/13	(Far Office Use Only)

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. <u>Renewal Term.</u> 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 "<u>Amended Agreement</u>"), shall be December 31, 2013.
- 2. <u>Maximum Amount</u>. 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. <u>Full Force and Effect</u>. 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

$_{\mathrm{By:}}$ \mathcal{Q}	Ingie R. Miller	
Name:	Angie R. Miller	
Title:	Contract Manager	
Date: _	12.3.12	

NASSAU COUNTY

By: Name: Q:..harz Q. Waike

Title: County Executive

Deputy County Executive

Date: _____ 2/22/13

Richard R. Walker Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
and say that he or she resides in the County of Executive of the County of Nassau, the municipal executed the above instrument; and that he or she Section 205 of the County Government Law of Nortary PUBLIC	l corporation described herein and which signed his or her name thereto pursuant to assau County. A CETTA A PETRUCCI Public, State of New York No. 01P56359026
STATE OF NEW YORK)	ified in Nessau County sion Expires April 02, 20
Olamane)ss.: COUNTY OF NASSAU)	
and say that he or she resides in the County of	at he or she signed his or her name thereto by
Linda Stanfield	
NOTARY PUBLIC "	LINDA STANFIELD Notery Public, North Carolina Alamance County My Commission Expires March 06, 2016



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	1) Mandated Program:		
Amendment 🖂	2) Comptroller Approval Form Attached:	Yes 🛛	No 🔲
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🛛	No 🗌
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🛛	No 🗌
Blanket Resolution	5) Insurance Required	Yes 🗌	No 🛛
	of instraince Required	Yes 🖂	No 🔲
Agency Inf			

Agency Information

Name Laboratory Corporation of America Holdings	Or 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

lec'd.	DEPARTMENT	Internal Verification DATE Approach SIGNATURE	Yea X
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	Leg. Appro Required
	ОМВ	NIFS Approval 12/14 3 MM	Yes No
413	County Attorney	CA RE & Insurance	Not required i
1/13	County Attorney	CA Approval as to form	
1	Legislative Affairs	Fw'd Original Contract to	
	Rules 🗌 / Leg. 🔲		
1/12	County Attorney	NIFS Approval	Yes□ No □
. (Comptroller	NIFS Approval	
C	County Executive		1/14

ontract Summary

PR5254 (8/04)

Contract ID#: CQSS12000056



Department: Social 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:

County 17% State 17% Federal 66%

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 C	ODES
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

T TAILS	INDEX/OBJECT CODE	AMOUNT
	The state of the s	\$
<u> </u>	200 Mary 200	\$
2		\$ 24,000.00
3	SSGEN2800/DE500	<u> </u>
-14	1 12/24/13	·
5	Mark	- P
6.	9.5	>
	TOTAL	\$24,000.00
A STATE OF THE STA		

RENEW	AL
% Increase	
% Decrease	<u> </u>

Document	Prepared	By:
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2.5	County Executive Approval	1
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	//	-{
	าก่าวhd	1
· 	(Por Office Use Only)	٢
	(Por Office Ose Only)	

Comptroller Certification NIFS Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. I certify that this document was accepted into NIFS. Name E #: Date

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. <u>Renewal Term.</u> 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 "<u>Amended Agreement</u>"), shall be December 31, 2014.
- 2. <u>Maximum Amount</u>. 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 "<u>Amended Maximum Amount</u>").

3. <u>Full Force and Effect</u>. 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**

Date: 12.3.13

NASSAU COUNTY

Name:

Title: County Executive

eputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)			
)ss.:			<i>t</i>
COUNTY OF NASSAU)	'		
depose and say that he or she resid County Executive of the County of I which executed the above instrume nursuant to Section 205 of the Coun	o me personally kno es in the County of <u>f</u> Nassau, the municipa ent; and that he or sl	wn, who, béing by me du AR AR ; that had corporation described had signed his or her name	ne or she is a Cluef Depo herein and
NOTARY PUBLIC NOTARY PUBLIC North Carolina STATE OF NEW YORK) Alamance Iss.: COUNTY OF NASSAU	CONCETTA A PETP Notary Public, State of I No. 01 PEGEBSON Qualified in Nassesu (Commission Expires Apr	Visw York 16 County (6	
On the 2 day of De	to me personally knowles in the County of the county of the county of the county of the county and	(Holding) the corporation that he or she signed his	uly sworn, did he or she is the described

LINDA STANFIELD
Notary Public, North Ceroline
Alamance County
My Commission Expires
March 06, 2016



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	1) Mandated Program:	Yes 🛛 No 🗀
Amendment 🖂	2) Comptroller Approval Form Attached:	Yes No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes No 🗆
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes No 🛛
Blanket Resolution RES#	5) Insurance Required	Yes 🛛 🗡o 🗌

Agency Information

Vendor			
Name Laboratory Corporation of America Holdings	Vendor ID# 133757370-04		
Address 1440 York Court Extension Burlington, NC 27215	Contact Person Angle 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 516 227-7452	-

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	Appvide SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head)	123/14 Au	
	ОМВ	NIFS Approval	1 2/3/15 Wilhim/CM	Yes No No Not required if blanket resolution
2/19/5	County Attorney	CA RE & <u>Insurance</u> Verification	19/15 a. Smato	
46/15	County Attorney	CA Approval as to form	1 2/10/5 A	
/ /	Legislative Affairs	Fw'd Original Contract to CA		
	Rules 🔲 / Leg. 🔲			Yes□ No □
2/10/15	County Attorney	NIFS Approval	Deliolis D.	
	Comptroller	NIFS Approval	3/6/16 7000 Drue	
	County Executive	Notarization Filed with Clerk of the Leg.	B123/15 /M	

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				,
•				



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%

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	200	\$
6	00 11	\$
	. Imato HoffoTAL	\$24,000.00

RENEWAL		
% Increase		
% Decrease		

Document	Prepared	By:
----------	----------	-----

Date:	

	NIFS Certification	Comptroller Certification	Coupty Executive Approval
	Ecertify that this document was accepted into NIFS.	Learning that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name M a .
Name	Ry	Name Anu-	Date 2/23/15
Date	3/6/15	Date 3/4/15	(For Office Use Only) E #:

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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. <u>Maximum Amount</u>. 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 "<u>Amended Maximum Amount</u>").

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3. <u>Full Force and Effect</u>. 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.

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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

Name: Property Executive

Title: County Executive

Denuity County Executive

Date: 3 31/15

PLEASE EXECUTE IN BLUE INK

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STATE OF NEW YORK)	~~
)ss.: COUNTY OF NASSAU)	
On the day of March came Character to me person depose and say that he or she resides in the Cou County Executive of the County of Nassau, the r which executed the above instrument; and that pursuant to Section 205 of the County Government NOTARY PUBLIC Torth Carolina STATE OF NEW YORK) Alamance Iss.: COUNTY OF NASSAU)	nunicipal corporation described herein and he or she signed his or her name thereto ent Law of Nassau County.
On the 17th day of December came Angle R. Miller to me person depose and say that he or she resides in the Contracts Nanager of Laboratory Corporation herein and which executed the above instrument thereto by authority of the board of directors of the contractors of the contract	unty of 1414mance; that he or she is the chimenacheling the corporation described nt; and that he or she signed his or her name
Linda Stanfield NOTARY PUBLIC	LINDA STANFIELD Notary Public, North Carolina Alamance County My Commission Expires March 06, 2016

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					The state of
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POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or (years prior to the date of this disclosure a campaign committees of any of the follocommittees of any candidates for any of	ers of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?
None	
Vendor authorized as a signatory of the f The undersigned affirms and so swears the statements and they are, to his/her knowl The undersigned further certifies and affi	rms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental
Dated: 4-5-16	Vendor: Laboratory Corporation of America Holdings Signed: Angle R. Miller Print Name: Angle R. Miller Title: Contract Manager
n .	Title: Contract Manager

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E-94-16

Contract Details

SERVICES: Special Counsel

NIFS ID #: <u>CLAT16000006</u> NIFS Entry Date: <u>12/31/2015</u> Term: <u>February 15, 2015 – January 31, 2017</u>

New Renewal	1) Mandated Program:	Yes 🗌	No 🛚
Amendment #1	2) Comptroller Approval Form Attached:	Yes 🛚	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No 🛛
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🗵	-Nq □
Blanket Resolution RES#	5) Insurance Required	Yes 🛛	No

Agency Information

Vendo	OI Vendor ID#	County Department
Ryan, Brennan & Donnelly, LLP	112779178	Jaclyn Delle
Address	Contact Person	Address
131 Tulip Avenue Floral Park, New York 11001	John M. Donnelly	1 West St. Mineola, New York 11501
·	Phone	Phone
	516-328-1100	(516) 571-3034

Routing Slip

DATE. Rec'd;sa	DEPARTMENT	Internal Verification	DATE S Z Appy d& S Fw'd.	SIGNATURE:	Leg. Approval Required
especial arms 200 Trans	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		W 1/2	
	ОМВ	NIFS Approval	- t ple the	Souplet Stulis	Yes No Not required if
1/29/16	County Attorney	CA RE&I Verification	1/29/10	(1)-4-2/	
1/29/16	County Attorney	CA Approval as to form	1 2/1/kg	tacles / /	Yes No 🗸
7	Legislative Affairs	Fw'd Original K to CA			
	Rules Leg.				
1/29/16	County Attorney	NIFS Approval	1/1/16	Jachysets	
1 1	County Comptroller	NIFS Approval			
3/21/4	County Executive	Notarization Filed with Clerk of the Leg.	3/15/4	Color 8- 40	10 No 2 1

Department: County Attorney



Contract Summary

Conduct Summary		OFNE				
Description: Amendment to outside co						
Purpose: This is an amendment to an outside	counsel contract to repre	sent the County	at Nassau County in	demnification board m	eetings.	
Method of Procurement: Contract amendm	ent. See procurement h	story below.		····		4
Procurement History: A Request for Qu	ualifications was iss	ued and a par	nel of firms qual	lified to provide le	gal services for the	County has
been established. The firm Ryan, Br provided above, after a review of the						
Description of General Provisions: As description	paner, based on me	min s exper	ience, experuse	in the subject man	er, and availability	y .
Impact on Funding / Price Analysis: \$24,90	0,00					
Change in Contract from Prior Procureme	nt: N/A					
Recommendation: Approve as submitted.						
Advisement Informa	tion					
		and the second				
The state of the s	ING SOURCE	P. Marine, all physical problems are project.	\$50-855-00-246-3-00-2-	index/obj	Elizabeth restation in the state of the stat	AMOUNT
		XXXXXX	1	ATGEN1100/DE5	02	\$24,900.00
Control: AT County		24,900.00	- 2			\$
Resp: 1100 Federal	\$		trackita.	()()		\$
Object: DE502 State	\$		4	J. Small	1/29/16	\$
Transaction: Capital	\$		<u></u> 5			\$
Other	\$		6			\$
RENEWAL	TOTAL \$	24,900.00		The state of the s	TOTAL	\$24,900.00
% Increase						
% Decrease Documen	t Prepared By:		and the second s	The state of the s	Date:	3
Documen						
NUFS Certification		Comptroller	Certification	Name	County by Ccupies Appr	oval
I certify that this document was accepted into NIF	S. I certify that	an unencumbered balar present in the approp	nce sufficient to cover this con riation to be charged.	ntract s	XW	ļ
Name	Name			Date		
					1/28/16	
Date	Date				(For Office Use Only,	,
1				TF #•		



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) Grant Fund (GRT) Capital Improvement Fund (CAP) Federal % Other State % County % 100						
Is the cash available for the full amount of the contract? Yes No						
Is the cash available for the full amount of the contract? If not, will it require a future borrowing? Yes No 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.

loseann	NULL	1/27/16
Signature	Title	Date
Print Name		
	COMPTROLLER'S	S OFFICE
	Jassau County Approved Budget a	ormation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, plea	ase check the correct response:	
I certify that the	funds are available to be encumbe	ered pending NIFA approval of this contract.
•	onding for this contract has been app	oroved by NIFA. • ut the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
<u> </u>	NIFA	
Amount being approve	d 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

FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY 01/26/2016 4:11 PM

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEÁR

: 01 2016 JAN 2016

INDEX

ORGANIZATION

AT

COUNTY ATTORNEY

CHARAC / OBJECT FDTP FUND SFND

X

GF GEN GEN

PROJECT PROJ DTL GRANT

GRANT DTL: UCODE/ORD#/DRC

GENERAL FUND

S		DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BB	EQUIPMENT	15,000	15,000		15,000
	$\overline{\mathrm{DD}}$	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 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR SUMMARY

01/26/2016 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 ENCUMBRANCES RETAINAGES	JAN	.00 .00	ANNUAL BALANCE .00	ALL YEARS BALANCE 6,743.40 .00
	ACCRUALS		.00	.00	.00
	PAYMENTS		.00	.00	468,252.55
	CASH RECEIPTS		.00	.00	.00
	ACCT RECVABLE		.00	.00	.00
	1099 TOTALS				.00
	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-PRIO		.00

F9-LINK

GO14 - RECORD FOUND

FAML6160 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR SUMMARY

01/26/2016 4:14 PM

ACTIVE

FISCAL MO/YEAR: 13 2015
VENDOR NUMBER: 112779178 01 RYAN & BRENNAN & DONNELLY LLP
VENDOR ALPHA: RYAN & BRENNAN & DONNELLY

F9-LINK

S VENDOR SUMMARY		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	F4PRIO		.00

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					
roman numerals, and provide all the request. □ The contract was awarded to the lower for sealed bids. The contract was awarded	ested information. est, responsible bidder after advertisement after a request for sealed bids was published [newspaper] on [date]. [#] of				
proposers were made aware of the availability of industry websites, via email to interested parties and Proposals were due on proposals	nest for proposals was issued on Potential the RFP by advertisement in Newsday, posting on by publication on the County procurement website. sals were received and evaluated. The evaluation proposals were scored and ranked. As a result of the				

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.
\Box 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

VI. \square This is a human services contract with a not-for-profit agency for which a

required through an inter-municipal agreement.

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: \(\sigma\) 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 Date MUV

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?
Ryan Brennan & Donnally UP have not made any such coatribations during the periodo beginning April 1,2016 through the date of this disclosure
 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: Regar, Brennan & Denrelly Lip Signed: E. E.
	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").

WITNESSETH:

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. <u>Maximum Amount.</u> The Maximum Amount in the Original Agreement shall be increased by Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) (the "<u>Amendment Maximum Amount</u>"), 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 Fortynine Thousand Eight Hundred Dollars (\$49,800.00) (the "<u>Amended Maximum Amount</u>").
- 3. <u>Full Force and Effect</u>. 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. Rad n Title: Partner Date: 12 14/15
NASSAU COUNTY By:
Name: Carnell Foskey
Title: County Attorney
Date:
NASSAU COUNTY
By:
Name: Title: County Executive
☐ Deputy County Executive
Date:

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the 14 day of December in the year 2011 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 Nossau ; that he or she is the large of Ryan Brand Durnd Hithe 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 NOTARY PUBLIC, State of New York No. 4982769 Qualified in Nassau County Commission Expires June 10th, 10
STATE OF NEW YORK) Commission Expires june 10th, 100/19
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
STATE OF NEW YORK) Commission Expires on June 2, 20 /8
)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



Department: County Attorney

Yes 🔲

Yes X

No X

No 🗌

Contract Details

New X Renewal

Amendment

SERVICES: Special Counsel

NIFS ID #: CQAT15000015 NIFS Entry Date: 04/20/2015 Term: February 1, 2015 – January 31, 2016

2) Comptroller Approval Form Attached:

1) Mandated Program:

	Extension	3) CSEA Agmt. § 32 Compliance Attached: Yes 🔲 *No >						
Addl. l	Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:				Yes No X		
Blanke RES#	et Resolution 🔲	5)	Insurance Require	ed		Yes X No 🗆		
A	gency Informa	 ation						
	. A COMPANIES NAVA.	County	Department					
Name Ry	an, Brennan & Donnell	Vendor ID# Department Contact				· · · · · · · · · · · · · · · · · · ·		
Address			Contact Person		Address			
	131 Tulip Avenue Floral Park, New York 11001 Phone (516) 328-1100				1 West St. Mineola, New York 11501 Phone (516) 571-1675			
D	outing Slin			 	were the territory			
	outing Slip			DATE.		1		
PATE Rec'd.	outing Slip	· In	ternal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required		
DATE	1	; NIFS E	ternal Verification ntry (Dept) ppvl (Dept. Head)	Appv'd&	SIGNATURE			
DATE	DEPARTMENT	; NIFS E	ntry (Dept) ppvl (Dept. Head)	Appv'd&	SIGNATURE COLL HAM	Yes No No Not required if		
DATE	DEPARTMENT Department	NIFS E.	ntry (Dept) ppvl (Dept. Head)	Appv'd&	cell the	Yes No No Not required if		
DATE	DEPARTMENT Department OMB	NIFS E. NIFS A. NIFS A. CA REC	ntry (Dept) ppvl (Dept. Head) pproval	Appv'd& Fw'd.	cell the	Yes No No Not required if blanket resolution		
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DATE	DEPARTMENT Department OMB County Attorney County Attorney Legislative Affairs Rules \(\textstyle{\textstyle{\textstyle{4}}} \)	NIFS A. NIFS A. CA REC	ntry (Dept) ppvl (Dept. Head) pproval &I Verification proval as to form Priginal K to CA	Appv'da Fw'd.	Set 5. Se	Required Yes No		



Contract Summary

Description: New	contract, legal	services				<u> </u>	
Purpose: This is	s a new outs	ide counsel contract to re	present the (Count	y at Nassa	u County indemnification board	meetings.
·							
		_					
County has b assigned the matters, and	een establisl services pro availability.	ned. The firm Ryan, Bre vided above, after a revie	nnan & Donn w of the pane	elly, I el, bas	LP has be ed on the	en added to provide legal servicen added to this panel. The firm firm's experience, expertise in the	e subject
Procurement Hi	story: Ryan, B	Frennan & Donnelly, LLP	is on the RF	Q pan	el and has	previous contracts with the Cou	nty.
Description of G	eneral Provision	s: As described above					
Impact on Fund	ing / Price Anal	ysis: \$24,900.00			<u> </u>	148	
Change in Conti	ract from Prior	Procurement: N/A	· · · · · · · · · · · · · · · · · · ·		[E 1 v].	****	
Recommendatio	n: approve as s	ubmitted					-
Advisem	ent Info	rmation					
BUDGET C	ODES	FUNDING SOURCE	AMOUNT]	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract	XXXXXXX		1	ATGEN1100/DE502	\$24,900.00
Control:	AT	County	\$24,900.00		2		\$
Resp:	1100	Federal	\$		127 - A 1 /	111	\$
Object:	DE502	State	\$	1	_4	J. Gmals 5/7/15	\$
Transaction:		Capital	\$		5		\$
		Other \$ 6 \$					
RENEW	RENEWAL TOTAL \$24,900.00 TOTAL \$24,900.00						
% Increase		5 1 1 6 1 V			-	والمعاشق أوروا ويبال والمواث	
% Decrease		Document Prepared By:			<u> </u>	Date:	
1	NIES Certifi	cation against a market and	Comptrol	er Certi	fication	County Executive Ap	proval
l certi	fy that this document was	1 certif	y that an unencumbered b present in the ap	alance suff ropnation	cient to cover this co o be charged.		
Name Muc	hel S.	Jan Name	She	ے ب	1	Date 6/4/15 (For Office Use On	(e)
Date 6	16/20	Date	£/	77	15-	E #:	

George Maragos 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 Av	enue, Floral Par	rk, New York 11001
FEDERAL TAX ID #: 112779178		
Instructions: Please check the appropria	ate box ("☑") ested informati	after one of the following
I. The contract was awarded to the low for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened or sealed bids were received and opened.	after a request	for sealed bids was published
II. The contractor was selected pursuant The Contract was entered into after a written required [date]. Potential proposers were made aware of the [newspaper advertisement, posting on website, main copies of the RFP. Proposals were due on received and evaluated. The	est for proposals Favailability of the lling, etc.][evaluation	was issued on
of:ranked. As a result of the scoring and ranking (atta	_ [list members].	The proposals were scored and ranking proposer was selected.

					5. 5			4		
III. 🗆 Th	is is a r	enewal,	extensio	n or amer	idment o	f an exist	ing contr	act.		:-:
TLtune	*******	ainally ex	ecuted by	Naggan Coi	intv on				[date]. Th	18 18 8 - DEE
renewal or	extension	n pursuan	t to the co	ntract, or a	n amendm	ent within	the scope	of the c	ontract of	. Krr
(copies o	f the	relevant	pages	are attach	ed). The	original	contract	was	entered	HILL
								!		
·····				·	· ·					scribe
of the con received a permitted to IV. X P proposal departm proposal	tractor's satisfactor continuous arsuant ls were ent head.	performan ory evaluate to contract to Execute solicitate ad descriptions to the contract has been seen for O	nce for artion, the cact with the cutive ed and ribes the	Order No received e proposa	to be rene must explain the first received and a median to be rene must explain the first received and a median to be rene must explain the first received and a median to be rene must explain the first received and a median to be rene must explain the first received and a median to be rene must explain the first received and a median to be rene must explain the first received and a must explain the first received and a must explain the first received and a must explain the first received and a must explain the first received and a must explain the first received and a must explain the first received and a must explain the first received and a must explain the first received and a median the fi	wed or ex in why the 1993, as ttached yed, alon panel of f	amended memoral g with west cost p	should I, at I idum the co roposal;	least the from to st of ear	ree the ach
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re n	equired 10.	through	a Ne	cipal Law s w York , and the of that contr	State Cattached r	Mice of	Generai	3617	ICCS CO	1111 401

1 6
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 reason
for entering into this contract without conducting a competitive process, and details when the departmen
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 o
the vendor's performance. If the contractor has not received a satisfactory evaluation, the department mus
explain why the contractor should nevertheless be permitted to contract with the county.

□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services

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.

<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.

Department Head Signature

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

required through an inter-municipal agreement.

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;

and the company of th

- (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. <u>Payment</u>. (a)(1) <u>Amount of Consideration</u>. 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) ("<u>Maximum Amount</u>"). 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

(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) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") 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 "<u>Comptroller</u>").
- (c) <u>Timing of Payment Claims</u>. 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) <u>Expenses and Disbursement</u>. 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) <u>No Duplication of Payments</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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. <u>Independent Contractor</u>. 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 "<u>Counsel Agent</u>"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" 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. <u>Service Standards</u>. 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. <u>Indemnification</u>; <u>Defense</u>; <u>Cooperation</u>. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, 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. <u>Insurance</u>. (a) <u>Types and Amounts</u>. 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.
- 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: (1) 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) <u>Counsel Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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. <u>Notices</u>. 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. <u>Section and Other Headings</u>. 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
4 6 6
By:
Name: John E. Ryan
Title: Partner
Date: 4/16/17
NASSAU COUNTY
By: Carell). Juster
Name: Carnell Foskey Title: County Attorney
Date: (M/K
NASSAU COUNTY
Ву:
Name: Charles Absord
Title: County Executive \
Deputy County Executive
Date: /////

PLEASE EXECUTE IN BLUE INK

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COU)ss.: JNTY OF NASSAU)					
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Carn resid mun)ss.: NTY OF NASSAU) Q (standard day of day of ell Foskey to me person les in the County of Nascicipal corporation described his name thereto pure	ally known, who, b sau; that he is the (ibed herein and wh	eing by me du C ounty Attor ich executed t	ly sworn, did de ney for the C o he above instru	ounty of Nassau	t he
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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 antidiscrimination 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.

- 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.

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- 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)
Rya- Brennan & Donnelly LCP, 131 Julis Ave. (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 benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:	or
	_
	_
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 belie it is true, correct and complete. Any statement or representation made herein shall be accurate an true as of the date stated below.	ef, d
Dated Apr. 116, 2015 Signature of Chief Executive Officer John E. 1240	•
Name of Chief Executive Officer	
Sworn to before me this detail det	
Notary Public	
Constant in the Stanty	

COUNTY OF NASSAU

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

1.	Name of the Entity: Ryan, Brennan & Ponnelly UP
	Address: 131 Tulip Avenue
	City, State and Zip Code: Floral Park NY 11001
2.	Entity's Vendor Identification Number: 11-2777178
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability CoClosely Held CorpOther (specify)
of Joir	List names and addresses of all principals; that is, all individuals serving on the Board of cors or comparable body, all partners and limited partners, all corporate officers, all parties in Ventures, and all members and officers of limited liability companies (attach additional if necessary): John E. Ryan John O. Brennan John M. Oonnelly

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	CLS	above	<u>,`</u>	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

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.

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(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):
The control of the co
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: Frint Name: John E. Ryan
Title: Partner

Page 4 of 4:

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: Ryan Brennan 2 Donally Lip
	Name of the Entity: Ryan Brennan 2 Donaly Lip 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 CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held CorpOther (specify)
of Joir sheets	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties of Ventures, and all members and officers of limited liability companies (attach additional if necessary):
Ju	sha E. Ryan -
<u>م</u> ل	hn E. Rynn - L. Rynn - L. L. L. L. L. L. L. L. L. L. L. L. L.
Jo	hu M. Dornelly -
5. shareh held C	List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly orporation, include a copy of the 10K in lieu of completing this section. Same as above if the many them "if"

Page 2 of 4

Page 3 of 4

(b) Describe lobbying activity of eadescription of lobbying activities.	ach lobbyist. See below for a complete
None	
Nassau County, New York State):	son/organization is registered as a lobbyist (e.g.,
8. VERIFICATION: This section must be contractor or Vendor authorized as a signatory	e signed by a principal of the consultant, of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears that he/statements and they are, to his/her knowledge,	she has read and understood the foregoing true and accurate.
Dated: 12 (4) 5 Sign	ned: J.L. E. Cu
Prin	t Name: John E. Ryan
Title	: Partie

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.

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). 1) Bidder's/Proposer's Legal Name: Ryan, Brennan & Donnelly Lef
2) Address of Place of Business: 131 Tulip Hence, Floral Park, My 11001 List all other business addresses used within last five years: 3) Mailing Address (if different): SAME Does the business own or rent its facilities? 4) Dun and Bradstreet number: Nunc 5) Federal I.D. Number: 1/-2779178 6) The bidder/proposer is a (check one): Sole Proprietorship 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 V If Yes, please provide 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 forfejted, 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
	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,
Í	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.
business to any pro	t (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect fessional license held? No Yes; If Yes, provide details for each such
applicable and sewer detailed re	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water r charges? No If Yes, provide details for each such year. Provide a esponse to all questions checked 'YES'. If you need more space, photocopy the te page and attach it to the questionnaire
Provide a deta appropriate pa	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict of	Interest:
a) plea	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, se expressly state "No conflict exists."
·	(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in
	acting on behalf of Nassau County. 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. (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
b)	Please describe 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 matters The firm will consider any procedures proposed by the County of Noussay.
* Jo	ha E. Ryan serves as Counsel to the Nassau unto Board of Elections. Such representation does it present a conflict of interest.

	A.		e a resume or detailed description of the bidder's/proposer's professional qualifications, nstrating extensive experience in your profession. Any prior similar experiences, and the results se experiences, must be identified.
		Shoul	the bidder/proposer be other than an individual, the bid/proposal MUST include:
•••	ر مستو عود د	i)	Date of formation; 1/1/2003
		ii) iii)	Name, addresses, and position of all persons having a financial interest in the company including shareholders, members, general or limited partner; John Royal Name, address and position of all officers and directors of the company; NIA
		iv)	State of incorporation (if applicable); NA
		v)	The number of employees in the sum of the state of the st
		•	The number of employees in the firm; 9 including the 3 partners.
		vii) viii)	Annual revenue of firm; approx \$1,000,000.00 Summary of relevant accomplishments This firm has provided reliable and cost a cost of Nassau for the past 2 decades. Copies of all state and local licenses and permits. See attack cof
	В,	Indicat	e number of years in business.
•	C.	Provide bidder'	e any other information which would be appropriate and helpful in determining the 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 discussed similar services or who are qualified to evaluate the bidder's/proposer's capability to perform
	(Compa	ny INC. Village of Floral Park
	(Contac	Person Gerard Bambrick
		Addres	Ne Floral Blud.
	(City/Sta	te Floral Park NY 11001
	-	relepho	one (516) 324-6300
	F	ax#_	(516) 326-2734
	E	E-Mail A	address ghambrick afpvillage . org
	:		
			$\dot{m{\cdot}}$

Company (C. Village of East Rockaway
Address 376 Atlantic Arenve
City/State East Rockaway, NM 11518
Telephone (5/6) 88 9 - 6300
Fax#_ (516) 887 - 6305
E-Mail Address patty Q village of east rockany, org
Company Coach leaf Estate Associates
Contact Person Robert La Costa
Address 66 Gilbert Street
City/State Northpart, NY 11768
Telephone $(631)960-2553$
Fax# (631) 427-0245
E-Mail Address (lacosta @ coach realtors.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 fir has provided reliable and
cost effective legal services to the
•
County of Nassan Por the point
tuo de las

State of Vendink Ameliate Dine

Supreme Court

Fourth Indicial Department

Kunn all men by these presents. The on the <u>1822 day of best 1482 ar or.</u> der was duly made and entered whereby

JOHN, EMGET RYAN

was duly licensed and admitted to procite as an Amorupy and Commellower Court all of the Courts of The State of New York and duly lick and subscribed the Courts of office as prescribed by Can-

In mineux mirerrait I. Mary V. Zoller



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A MATERIALLY FALSE STATEMENT WILLFULLY OR F THIS QUESTIONNAIRE MAY RESULT IN RENDERING RESPONSIBLE WITH RESPECT TO THE PRESENT BII AND, IN ADDITION, MAY SUBJECT THE PERSON MAK CHARGES.	THE SUBMITTING BUSINESS ENTITY NOT D/PROPOSAL OR FUTURE BIDS/PROPOSALS,
contained in the foregoing pages of this questionnaire and full and complete answers to each item therein to the best notify the County in writing of any change in circumstance and before the execution of the contract; and that all infort knowledge, information and belief. I understand that the will rely on the information supplied in this questionnaire at the submitting business entity.	at of my knowledge, information and belief; that I will be occurring after the submission of this questionnaire mation supplied by me is true to the best of my County
Sworn to before me this Stay of March	20 <u>/</u>
Note of Pagotic	Cunting the County Corporate Expires June 10th, 1904
Name of submitting business:	renor - Donnelly (LC)
By: Off N & Priname Signature Signature	int
(Yaltra	
Title 3 / 18 / 15 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/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.

۱.	Principal Name John E. Ryan
	Date of birth
	Home address () () Vois (
	City/state/zip
	Business address 31 101,2 Hvenve
	City/state/zip Floral Paik, Ny 11001
	Telephone (516) 322 - 1100
,	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/_/_/Partner/_//
	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
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? NOYES; 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 details for each such charge. c) Is there any administrative charge pending against you? NO 🗸 YES 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,

> Outsided in Nassau County Commission Expires June 10th, 18/

Sworn to before me this & day of Mark 2016

T Solver Le

Name of submitting business

Print name

Signature

Title

Note

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 Home address City/state/zip Business address 13/ TMip Avenue City/state/zip Floral Park M. 1100/ Telephone 6516/328-1100 Other present address(es) No NE 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 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? NOYES 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 Section	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in n 5 in which you have been a principal owner or officer:
= - Je v v	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.	and/or portion initiate proces respon attach	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings of more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		Is there any felony charge pending against you? NO YES If Yes, provide details for each such charge.
		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 Mr. Vannelly, 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 18 day of March 2016

Notary Public

Ryan, Genran & Ornolly LUP

Name of submitting busines

Print name

Signature

Title

03, 18, 2016

Date

JOHN E. RYAN Notary Public, State of New York

No. 4633430 Qualified in Nassau County

Qualified in Nassau County Commission Expires Sept. 30

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. Crongn
	Date of birth
	Home address
	City/state/zip
	Business address RYAN, BRENNAWO DONNELLY UP, 131 Tulio Avenue
	City/state/zip Plant New York 1/001
	Telephone (516) 328-1/00
	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 <u>01 / 01 / 1998</u>
	Vice President//
	(Other)
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 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 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 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? NOX YES ____ If Yes, provide details for each such conviction.

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 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 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,

, 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

Notery Public

JOHN E BYEN

Notary Public: State of New York No. 4833430

Qualified in Nassau County Commission Expires Sept. 30 (2) 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

E-95-16

No 🛛

No 🗌

HOTEL/MOTEL TAX GRANT FUND

Contract Details

New 🛛 Renewal

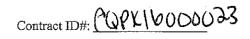
Amendment

SERVICE: Traditional 19th Century Music

1) Mandated Program:

2) Comptroller Approval Form Attached:

Time Extension	3) CSEA Agmt, §	3) CSEA Agmt, § 32 Compliance Attached: Yes N			No 🖾
Addl. Funds	4) Vendor Owner	4) Vendor Ownership & Mgmt. Disclosure Attached:			No 🗌
Blanket Resolution RES#	5) Insurance Requ	5) Insurance Required			No 🗵
Agency Informati	on			•	
	/endor		County I	Departi	nent
Name: Mary Nagin	Vendor ID		Department Conta Eileen Krieb		
Addres	Contact Perso	on	Address Administration B	lda Eisenh	ovran Darle
REG:	Mary Nagin		East Meadow, NY		ower Fark
Email:	Phone		Phone (516) 572-	-0378	
			Fax 516-572-022	7	
Routing Slip Brian Nugent, Chief Dep	uty Commissioner	w	Date	3/23	114
Frank Camerlengo, Dep.	Gammissioner		Date	3/4)//	
	Villant La	2 6		2/20/	
Eileen Krieb, CSR	assem pu		Date	10071	
(C) \	•				
DATE OF DEPARTMENT	Internal Verification	DATE Appveds	SIGNATURE		-Approval= lequired=
DATE DEPARTMENT Department	Internal Verification NIFS Entry (Dept) NIFS Appvl (Dept. Head)	DATE Appeted Fireti	SIGNATURE		Approval Eguired
	NIFS Entry (Dept)	Appread Fardi	SIGNATURE	A R	egured
	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	Appyfd&	SIGNATURE	Yes Not 1	
Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered NIFS Approval	Appread Fardi	SIGNATURE	Yes Not r	No required if
Department OMB	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered NIFS Approval (Contractor Registered) CA RE & Insurance	Apperax Privil Apperax Apper	SIGNATURE	Yes Not r	eguired
Department OMB County Attorney	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered NIFS Approval (Contractor Registered) CA RE & Insurance Verification	Apperax	John H	Yes Not r blank	No equired if eet resolution
Department OMB County Attorney County Attorney	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered NIFS Approval (Contractor Registered) CA RE & Insurance Verification CA Approval as to form Fw'd Original Contract to	Apperax	John H	Yes Not r blank	No required if
Department OMB County Attorney County Attorney Legislative Affairs	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered NIFS Approval (Contractor Registered) CA RE & Insurance Verification CA Approval as to form Fw'd Original Contract to CA	Apperax	John J	Yes Not in blank Yes Sold And	No Dequired if cet resolution
Department OMB County Attorney County Attorney Legislative Affairs County Attorney	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered NIFS Approval (Contractor Registered) CA RE & Insurance Verification CA Approval as to form Fw'd Original Contract to CA NIFS Approval	Approx	John J	Yes Not in blank Yes Sold And	No Dequired if cet resolution





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 CONTRACT Processing fee \$160 - evpy attached.
Professional Services Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)
Advisement Information

BUDGET C	ODES -
Fund:	GRT
Control:	PK
Resp: and	190
Object: de	500
Transaction:	103

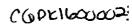
RENEW	AL E
% Increase	
% Decrease	

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	okgen 1800 cc500	\$5,336.00
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$5,336.00

% Increase							
% Decrease	 Document Prepared By:	K.Kelly			Date:	1/20/15	
			 	 		*	

					1 P	
	NIFS Certification	Comptroller Certification		County IV	centive 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	1 L	M	
Name		Name	Date	4/:	1/16	
Date		Date		(For C	ffice Use Only)	
			E#:		-	





Nassau County Interim Finance Authority

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

2. Dollar amount requiring NIFA approval: \$ 5,336.00 Amount to be encumbered: \$ 5,336.00 This is a New Contract Advisement Amendment	
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 If amendment - \$ amount should be full amount of amendment only	NIFA
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 Yo	N/A
$_{5}$. Provide a brief description (4 to $_{5}$ sentences) of the item for which this approval is requested	ed:
Mary Nagin will provide traditional 19th century dance music at the Old Bethpage Village Restoration specievents providing the public with an authentic 19th century experience they would not find elsewhere in the Island area.	ial Long
6. Has the item requested herein followed all proper procedures and thereby approved by th	e:
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 provide	ed:
CQPK15000015-\$3,500.00	
7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior None	12 months

AUTHORIZATION

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

losean	1 Miller	3/38/16
Signature	Title	Date /
Print Name		
	COMPTROLLER	c's office
To the best of my know conformance with the Multi-Year Financial P	Nassau County Approved Budget	aformation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, ple	ease check the correct response:	
I certify that the	funds are available to be encum	pered pending NIFA approval of this contract.
	oonding for this contract has been ap	pproved by NIFA. but the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	ed 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

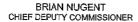
240 Old Country Road Mineola, New York 11501

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.

The core renew (copie	This is a renewal, extension or amendment of an existing contract. Intract was originally executed by Nassau County on [date]. This is a last or extension pursuant to the contract, or an amendment within the scope of the contract or RFP of the relevant pages are attached). The original contract was entered into
of the receiv	[describe rement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not ed a satisfactory evaluation, the department must explain why the contractor should nevertheless be ted to continue to contract with the county.
prop	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rtment head describes the proposals received, along with the cost of each osal.
	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.
mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attached orandum from the department head explains why the department did not nat 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.
pepartment Head Signature
3/23/16
Data





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

pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the follo committees of any candidates for any of	cers of the vendor provided campaign contributions a Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?
	(All Marille of the second of
Vendor authorized as a signatory of the factory of the factor and so swears to statements and they are, to his/her know the undersigned further certifies and aff	be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts. that he/she has read and understood the foregoing ledge, true and accurate. Tirms that the contribution(s) to the campaign committees 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: Mary D. Nagin Tide (1994)
	Title: Musicial Call

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

1.	Principal Name Mary D. Wagin
	Date of birth
	Home address
	City/state/zip
	Business address Same
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip <u>Van 0</u>
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President// Treasurer//
	Chairman of Board// Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer// Partner//
	Vice-President/
	(Other) Sole proprictor
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 <u>YES</u> 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 <u>V</u> YES; If Yes, provide details.

6.	Has a in the detail	ny governmental entity awarded any contracts to a business or organization listed in Section 5 past 3 years while you were a principal owner or officer? NO VES If Yes, provide s.
lav Pro	v, or as ovide a	n affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy the te page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in on 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 <i details="" each="" f="" for="" instance.<="" provide="" such="" td="" yes,=""></i>
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO VES 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 <a and="" attach="" href="https://example.com/www.not/en-aligned-not/en-a</td></tr><tr><td></td><td>d.</td><td>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.</td></tr><tr><td>8.</td><td>petitic
and/o
proce
pendi
(Provi
appro</td><td>any of the businesses or organizations listed in response to Question 5 filed a bankruptcy on and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy edings initiated more than 7 years ago and/or is any such business now the subject of any not bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked " if="" it="" more="" need="" page="" photocopy="" priate="" questionnaire.)<="" space,="" td="" the="" to="" yes".="" you="">
	a)	Is there any felony charge pending against you? NO VES If Yes, provide details for each such charge.
		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 <u>YES</u> 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 charges?	5 years, hav NO. YE	e you beel S If	n found in v Yes, provi	violation of de details f	any admini or each sud	strative or ch occurre	statutory nce.
9.	have y federal such ir entity a	rou been the I, state or lo nvestigation and/or an at	was related t	criminal ir ng or inves to activities ess listed i	nvestigatior stigative ag s performe n response	n and/or a d ency and/o d at, for, or	zivil anti-tru: or the subje on behalf o	st investiga ct of an inv of the subn	past 5 years, ation by any vestigation where nitting business If Yes,
10.	respon investig limited	ise to Ques gation and/ to federal,	tion 5, been t or any other t	he subject ype of inve al regulato	of a crimir estigation b ory agencie	nal investiga by any gove es while vou	ation and/o ernment age u were a pri	r a civil ant ency, inclu	nization listed in ti-trust ding but not ner or officer?
11.	Questi	on 5 had ar It to any pro	ny sanction im	posed as	a result of	iudicial or a	administrati	ve proceed	in response to dings with Is for each such
12.	federal	l, state or lo	years, have y cal taxes or o YES	ther asses	ssed charg	es, includin	ia but not li	mited to wa	ay any applicable ater and sewer

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,
Sworn to before me this /7 day of Mach 2016 Darlara Reagant, SciOLI Notary Public Notary Public, State of New York No. 01SC6002623 Qualified in Suffolk County Commission Expires Feb. 9, 20
Name of submitting business:
By: Mary D. Dagin Brint names
Signature Musician Title

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 Mary 1) Proposer's Legal Name: ___ 2) Address of Place of Busines List all other business addresses used within last five years: 3) Mailing Address (if different): Phone: Does the business own or rent its facilities? 4) Dun and Bradstreet number: 5) Federal I.D. Number: 6) The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ___ If Yes, please provide details: ____ 8) Does this business control one or more other businesses? Yes Now If Yes, please 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).
	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
	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.
	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.
	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 ① 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.
busines to any p	ast (5) years, has this business or any of its owners or officers, or any other affiliated is had any sanction imposed as a result of judicial or administrative proceedings with respect rofessional license held? No/ Yes; If Yes, provide details for each such
applicab	cast (5) tax years, has this business failed to file any required tax returns or failed to pay any le federal, state or local taxes or other assessed charges, including but not limited to water er 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 ate page and attach it to the questionnaire.
detailed appropri	response to all questions checked 'YES'. If you need more space, photocopy the
detailed appropri Provide a deappropriate 17) Conflict a)	response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire. etailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire. of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist.
detailed appropri Provide a deappropriate 17) Conflict a)	response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire. etailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.
detailed appropri Provide a deappropriate 17) Conflict a)	response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire. etailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire. of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ease 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 or
detailed appropri Provide a de appropriate 17) Conflict a)	response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire. etailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire. of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ease 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 or

	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
	-	
	ماللغمام ا	
A.	extensi	a resume or detailed description of the Proposer's professional qualifications, demonstrating ve experience in your profession. Any prior similar experiences, and the results of these notes, must be identified.
	Should	the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation;
		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.
В.	Indicate	e number of years in business.
C.	Provide capacit	any other information which would be appropriate and helpful in determining the Proposer's y and reliability to perform these services.
D.		names and addresses for no fewer than three references for whom the Proposer has d similar services or who are qualified to evaluate the Proposer's capability to perform this
	Compa	ny King Manor Museum
	Contact	Person Nadezhda Williams
	Addres	
	City/Sta	nte Jamaica, NY. (Mailing address)
	Telepho	one
	Fax#	NIA
		Address Contacta Mingmanor, org

Company Historic Longstreet Farm
Contact Person Ronnie Grothusen
Address 44 Longstreet Road
City/State Holmdel, NJ 07733
Telephone (732) 946 - 3758
Fax#
E-Mail Address ronnie, grothusen@co.monmounth.nj.us
Company East Meadow Public Library
Company <u>East Meadorn Public Library</u> Contact Person Jude Schanzer
Contact Person Jude Schanzer
Contact Person Jude Schanzer Address 1886 Front St., East Meadow NY. 11554
Contact Person <u>Jude Schanzer</u> Address <u>1886 Front St. East Meadow VY</u> , 11554 City/State (<u>East Meadow</u> , NY)
Contact Person Jude Schanzer Address 1886 Front St., East Meadow NY. 11554

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, Nordin, 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 17 day of March 2016

Notary Public

BARBARA T. SCIOLI Notary Public, State of New York No. 01SC6002623 Qualified in Suffolk County / 2

Name of submitting business

Mary

Signature

Musician

Date

COUNTY OF NASSAU

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

1.	Name of the Entity: Mary D. Nagin
	Address:
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business: Public Corp Partnership Joint Venture
	Ltd. Liability Co Closely Held Corp Self-Employed Other (specify)
of Joi	List names and addresses of all principals; that is, all individuals serving on the Board of tors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):
	1//
	/\/_///
· · · · · · · · · · · · · · · · · · ·	
	•
5. sharel held (List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation include a copy of the 10K in lieu of completing this section.
	x 2 / 1
	\sim

Page 2 of 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, 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

Page 4 of 4:

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: Mary D. Nagin
	Address
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held Corp Self-Employed Other (specify)
of Join	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties t Ventures, and all members and officers of limited liability companies (attach additional if necessary):
	1)A
5. shareho held Co	List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly or poration include a copy of the 10K in lieu of completing this section.
	N/Λ

Page 2 of 4
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
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 no 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):
D/A

Page 4 of 4:

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

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)

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. <u>Term.</u> This Agreement shall commence on March1, 2016 and shall terminate on December 31, 2016, unless sonner terminated as provided herein.
- 2. <u>Program</u>. 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. <u>Payment</u>. (a) <u>Amount of Consideration</u>. 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) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting <u>Vouchers</u> 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 "<u>Comptroller</u>").

- (c) <u>No Duplication of Payments</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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. <u>Independent Contractor</u>. 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 "<u>Performer Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" 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. <u>Minimum Service Standards</u>. 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. <u>Indemnification; Defense; Cooperation</u>. (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. <u>Assignment: Amendment: Waiver: Subcontracting.</u> 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. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "<u>Cause</u>" 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. <u>Limitations on Actions and Special Proceedings Against the County</u>. 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) <u>Notice</u>. 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) <u>Time Limitation</u>. 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.
- 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. <u>Section and Other Headings</u>. 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. <u>Administrative Service Charge</u>. 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 <u>us</u>.

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. <u>Executory Clause</u>. 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. <u>Entire Agreement</u>. 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.

	$M \cap \Omega$
y:	Wallin
Name	Mary D. Wagin
Title:	Musician
Date:	
ASSAU	J COUNTY
	J COUNTY
y: Name	
sy: Name Title:_	

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the 17 day of March in the year 2016 before me personally came Muny D. Marin to me personally known, who, being by me duly sworn, did debose and say that he or she resides in the County of Suffolk; that he or she is the Owner of Mary D. Magin, 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 BARBARA T. SCIOLI Notary Public, State of New York Qualified in Suffolk County Ro. OTSC6002623 Commission Expires Feb. 9, 20 18
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On theday ofin the yearbefore me personally cameto me personally known, who, being duly sworn, did depose and said that (s)he resides inCounty; that (s)he is the County Executive orDeputy 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
<u> </u>	

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:

The chief			
	Mary D.	Nagin	(Name)
			(Address)
requirement contractor of the requirement of the Pep reasonable Rules pertage.	ving Wage Law or (2) nts of the Law pursual does not comply with irements of the Law, artment that at the time certainty that it would aining to waivers, the	as applicable, obtain a went to section 9 of the Law. the requirements of the I and such contractor estable of execution of this agreed receive such waiver bas County will agree to term	raiver of the In the event that the Law or obtain a waiver lishes to the satisfaction eement, it had a ed on the Law and inate the contract
without im	posing costs of secking	ng damages against the Co	ontractor
In the past or a govern payment or	five years, Permittee ment agency to have f wages or benefits, la	has has not violated federal, state, or bor relations, or occupations against the Permittee, descriptions.	been found by a court local laws regulating onal safety and health.

5.	authorized County representatives for	work sites and relevant payroll records by or the purpose of monitoring compliance with ting employee complaints of noncompliance.
knowle	by certify that I have read the foregoinedge and belief, it is true, correct and herein shall be accurate and true as of	complete. Any statement or representation
		Mary D. Dagiv Name of Chief Executive Officer
Sworn	to before me this	

Notary Public

BARBARA T. SCIOLI Notary Public, State of New York No. 01SC6002623 Qualified in Suffolk County Commission Expires Feb. 9, 20

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 Womenowned 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 LINK TO:

NIFS PRODUCTION SYSTEM

CURRENT YR BUDGET & OBLIGATION SUMMARY

ACTIVE

BALANCE (Y,M,Q,A) : Y FISCAL MO/YEAR : 03

: 03 2016 MAR 2016

INDEX ORGANIZATION : PKGEN1800

F9-LINK

HOTEL MOTEL PK97

CHARAC / OBJECT FOTP FUND SFND

: X : GF GEN GEN

GENERAL FUND

PROJECT PROJ DTL GRANT GRANT DTL:

UCODE/ORD#/DRC

S OBJECT	DESCRIPTION RENTS & RE	ORIG BUDGT	CUR BUDGET	CUR OBLIG 695	CUR BALANCE 695
Τ̈́X	SPECIAL TA REV TOTAL	2,200,000 2,200,000	2,200,000 2,200,000	695	-2,200,000 -2,199,305
DE	CONTRACTUA EXP TOTAL	2,200,000 2,200,000	2,200,000 2,200,000	681,063 681,063	1,518,937 1,518,937
	REV – EXP			-680,368	-680,368

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

F4-PRIOR F5-NEXT

03/28/2016

3:21 PM

GO14 - RECORD FOUND

FAML6161 V4.2

NIFS PRODUCTION SYSTEM VENDOR DETAIL

03/28/2016 3:23 PM

LINK TO: ACTIVE

FISCAL MO/YEAR: 11 2015 NOV 2015 VENDOR

BALANCE TYPE : 01 ENCUMBRANC

MARY NAGIN

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHEC	K 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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

03/28/2016 3:23 PM

ACTIVE

FISCAL MO/YEAR : 10 2015 OCT 2015

BALANCE TYPE : 01 ENCUMBRANC

MARY NAGIN VENDOR

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

NIFS PRODUCTION SYSTEM VENDOR DETAIL

03/28/2016 3:23 PM

ACTIVE

FISCAL MO/YEAR : 09 2015 SEPT 2015

BALANCE TYPE: 01 ENCUMBRANC

VENDOR : MARY NAGIN

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD AMOUNT 09/01/2015 136P VDPK15000158 01 PKGEN1800 DE500 09 2015 09/01/2015 *2015-8-2*

LINK TO:

FAML6161 V4.2 NIFS PRODUCTION SYSTEM VENDOR DETAIL

03/28/2016 3:23 PM

ACTIVE

FISCAL MO/YEAR: 07 2015 JULY 2015 MARY NAGIN

BALANCE TYPE : 01 ENCUMBRANC

VENDOR

SUBOBJ BANK CHECK NO PERIOD

POST DATE T/C DOCUMENT DUE DATE DESCRIPTION

AMOUNT

07/13/2015 136P VDPK15000097 01 PKGEN1800

DE500

07 2015

06/16/2015 *2015-6-13* -232.00

INDEX

NIFS PRODUCTION SYSTEM VENDOR DETAIL

03/28/2016 3:23 PM

ACTIVE

FISCAL MO/YEAR : 04 2015 APR 2015 VENDOR

BALANCE TYPE : 01 ENCUMBRANC

MARY NAGIN

POST DATE T/C DOCUMENT DUE DATE DESCRIPTION

INDEX

SUBOBJ BANK

CHECK NO PERIOD

04/06/2015 103 CQPK15000015 01 PKGEN1800

DE500

AMOUNT 04 2015

TRADITIONAL 19TH CENT DANCE MUSIC OBVR 2015

3,500.00

	84.1 No. 1
MARYDNAGIN	
	Mar, 17, 2016 1-32/210 NY 18653
Pay to the Order of Nassace County Treasure One hundred 3 ixtury of X	\$160,00
Bank of America	Dollars 🛈 Security Features Briefs on Berts
Administrative Service For character Contract	Bank of America Advantage®
	AP AP
·	

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Department: Traffic & Parking Violations

SERVICE: Judicial Hearing Officer

Agency

E-96-16

Contract Details

NIFS ID #: <u>CQTV16000012</u> NIFS Entry Date: <u>2/6/2016</u> Term: <u>from 01/01/16 to 12/31/16</u>

New X Renewal	1) Mandated Program:	Yes X	No 🗆
Amendment	2) Comptroller Approval Form Attached:	Yes X	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No X
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🗌	No X

Agency Information

Vendo	
Name	Vendor ID#
Anthony D. Perri	
Address	Contact Person
	Phone

John G. Marks	
Address	
16 Cooper Street, Hemps	tead, NY 1155

Routing Slip

DATE Rec'd,	DEPARIMENT	Internal Verification	DATE Appv gs.	SIGNATURE:	Leg Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	9/1/16	Holm Marks	
2/8/16	OMB	NIFS Approval	□ 2/8/19	William Cots	Yes No Not required if blanket resolution
2/10/16	County Attorney	CA RE & Insurance Verification	4/1/16	MI P. L	
2/11/16	County Attorney	CA Approval as to form	Cd 2/11/16	De P-10	
	Legislative Affairs	Fw'd Original Contract to CA		7	
	Rules 🔲/ Leg. 🔲				Yes⊡ No 🔀 :
2/1/16	County Attorney	NIFS Approval	1 2/11/16	Yarlen Ste	
<i>V</i> 7	Comptroller	NIFS Approval			
	County Executive	Notarization Filed with Clerk of the Leg.			
	Chief Deputy County Executive			<i>O</i> 1 //	
3/2/11	Deputy County Executive		1/2/16	(lll	7 31 pg

Contract ID#: CQT16000012

Department: Traffic & Parking Violations
Agency

Contract Summers

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

Advisement information

BUDGET C	ODES.
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CQ

# RENEW	AL
% Increase	
% Decrease	

FUNDINGSOURCE	= AM(O)INF
Revenue Contract	XXXXXXXXXX
County	\$ 24,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 24,000.00

-11Ne≥	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
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NICS Certification	Comptroller Gertification	Were Courty Expanded Authoral
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 CU
Name	Name	Date
		2/2/16
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor:	ANTHONY D. PERRI	
2. Dollar amount requi	ring NIFA approval: \$ \$0.00	
Amount to be encum	bered: \$ 24,000.00	
This is a	New Contract Advisement Amendmen	nt
If advisement - NIFA only	should be full amount of contract needs to review if it is increasing funds above the amo should be full amount of amendment only	unt previously approved by NIFA
3. Contract Term:	/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 (GE Capital Improvement Other	ent Fund (CAP) Feder State	ral % % ty %
Is the cash available for the	full amount of the contract?	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 bor	rowing for this contract? Yes	No N/A
5. Provide a brief descr	iption (4 to 5 sentences) of the item for which t	his approval is requested:
shall render administrative enforcer	ring Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section nent services pursuant to Article XXI-B of County Government Law of Nassau Cou sumer Affairs Taxi and Limousine Commission, as well as its successor the Nassa	nly and in accordance with the Rules and Regulations
	ted herein followed all proper procedures and vas to form Yes No tee and/or Legislature Yes No	
	and citation to the resolution where approval fo	
zate or approvates)	vimeon to mo resonation where approval it	or cina tem mas broaten:
	(with dollar amounts) with this or an affiliated	l 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.

Posenn	M Olera	2/10/11
Signature	Title	Date
Print Name		
	COMPTROLLER'	S OFFICE
	Nassau County Approved Budget a	ormation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response:	
I certify that the	funds are available to be encumb	ered pending NIFA approval of this contract.
	onding for this contract has been app	proved by NIFA. but the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	d 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.

[ANK 70; V4.2

CURRENT YR BUBGET & OBLIGATION SUMMARY

UZ/U4/ZU16 2:37 PM

BALANCE MOYYEAR, A)
LANCE MOYY

17 GEN1000 FEB 2016 TRAFFIC & PARKING VIOLATION AG

S SUBOBJ DESCRIPTION DD406 BD1.LD1.NG_S	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
BB415 EQUIPMENT	178, 848	2,000 177,848	7,900	2,000 187,888
DESUS SYSTEMS &	14, 119, 630	14, 179, 530	344,239	13, 775; 391
E1-HELP REVEZ-SEPECT	47,764,401 YFD ^{F9-LINK}	f4' PRT OR UT	F5-NEXT 810	-44,843,591

FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY

02/08/2016 12:50 PM

ACTIVE

BALANCE (Y,M,Q,A): Y

02 2016 FEB FISCAL MO/YEAR 2016

INDEX TVGEN1000 TRAFFIC & PARKING VIOLATION AG

ORGANIZATION

CONTRACTUAL SERVICES CHARAC / OBJECT FDTP FUND SFND E20 DE

PROJECT PROJ DTL

GRANT GRANT DTL

UCODE/ORD#/DRC

GF GEN GEN GENERAL FUND

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

F4-PRIOR

F5-NEXT

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

F9-LINK GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:03 PM

ACTIVE

S

FISCAL MO/YEAR: 12 2015 DEC VENDOR

2015

BALANCE TYPE : 01 ENCUMBRANC

ANTHONY D PERRI

POST DATE T/C DOCUMENT DE DATE DESCRIPTION DUE DATE

INDEX

SUBOBJ BANK

CHECK NO PERIOD

12/07/2015 136P VDTV15000266 01 TVGEN1000 12/03/2015 *JHO PERRI - NOVEMBER 2015*

DE500

AMOUNT 12 2015

-1,500.00

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

F9-LINK

GO14 - RECORD FOUND

FAML6161 V4 2 LINK TO: ACTIVE

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:03 PM

FISCAL MO/YEAR: 11 2015 NOV

2015

F9-LINK

BALANCE TYPE : 01 ENCUMBRANC

ANTHONY D PERRI VENDOR

POST DATE T/C DOCUMENT DESCRIPTION DUE DATE

INDEX

SUBOBJ BANK

CHECK NO PERIOD

11/10/2015 136P VDTV15000228 01 TVGEN1000 11/05/2015 *JHO PERRI - OCTOBER 2015*

DE500

AMOUNT 11 2015

-1,800.00

F2-SELECT

F7-PRIOR PG F8-NEXT PG GO14 - RECORD FOUND

F1-HELP

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:03 PM

ACTIVE

S

FISCAL MO/YEAR: 10 2015 OCT

2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR ANTHONY D PERRI

POST DATE T/C DOCUMENT DESCRIPTION DUE DATE

INDEX

SUBOBJ BANK

CHECK NO PERIOD

10/16/2015 136P VDTV15000213 01 TVGEN1000 10/09/2015 *JHO PERRI - SEPTEMBER 2015*

DE500

AMOUNT 10 2015

-2,550.00

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

F9-LINK

GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

INDEX

02/08/2016 1:03 PM

ACTIVE

FISCAL MO/YEAR : 09 2015 SEPT 2015

BALANCE TYPE : 01 ENCUMBRANC

01 ANTHONY D PERRI VENDOR

POST DATE T/C DOCUMENT DUE DATE DESCRIPTION

SUBOBJ BANK CHECK NO PERIOD

AMOUNT

09/28/2015 136P VDTV15000185 01 TVGEN1000

09 2015 DE500

09/08/2015 *JHO PERRI - AUGUST 2015*

-1,500.00

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

GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:03 PM

ACTIVE

S

FISCAL MO/YEAR : 08 2015 AUG 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR

ANTHONY D PERRI

POST DATE T/C DOCUMENT DUE DATE DESCRIPTION

INDEX

SUBOBJ BANK

CHECK NO PERIOD

DUE DATE DESCRIPTION
08/18/2015 136P VDTV15000158 01 TVGEN1000

DE500

AMOUNT 08 2015

08/11/2015 *JHO PERRI - JULY 2015*

-2,100.00

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:03 PM

ACTIVE

FISCAL MO/YEAR : 07 2015 JULY 2015

BALANCE TYPE: 01 ENCUMBRANC

VENDOR

ANTHONY D PERRI

T/C DOCUMENT POST DATE DUE DATE DESCRIPTION

07/08/2015 *JHO PERRI - JUNE 2015*

INDEX

SUBOBJ BANK

CHECK NO PERIOD

07/15/2015 136P VDTV15000133 01 TVGEN1000

DE500

AMOUNT 07 2015

-2,100.00

FAML6161 V4.2 LINK TO: ACTIVE

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2015 1:03 PM

VENDOR

FISCAL MO/YEAR: 06 2015 JUNE 2015

BALANCE TYPE : 01 ENCUMBRANC

ANTHONY D PERRI

POST DATE T/C DOCUMENT SUBOBJ BANK INDEX 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

FAML6161 V4.2 LINK TO: ACTIVE

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:03 PM

FISCAL MO/YEAR : 05 2015 MAY

2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR

ANTHONY D PERRI

POST DATE T/C DOCUMENT

INDEX

SUBOBJ BANK

CHECK NO PERIOD

DUE DATE DESCRIPTION

05/21/2015 136P VDTV15000077 01 TVGEN1000

DE500

AMOUNT 05 2015

05/07/2015 *JHO PERRI - APRIL 2015*

-2,400.00

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:03 PM

ACTIVE FISCAL MO/YEAR: 04 2015 APR VENDOR

2015 ANTHONY D PERRI

BALANCE TYPE : 01 ENCUMBRANC

S	POST DATE			INDEX	SUBOBJ BANK	CHECK NO PERIOD
	DUE DATE D	ESCRI:	PTION			AMOUNT
	04/02/2015	107	CLTV15000016	01 TVGEN1000	DE500	04 2015
				SERVICE CHANGE	& ENCUMBER FD	21,000.00
			VDTV15000048		DE500	04 2015
			ERRI - JANUARY			-1,500.00
	04/27/2015	- 136P	VDTV15000053	01 TVGEN1000	DE500	04 2015
			ERRI – FEBRUAI			-900.00
			VDTV15000059		DE500	04 2015
	04/17/2015 *	JHO P	ERRI — MARCH 2	2015*		-1,800.00



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.



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:
FEDERAL TAX ID #:
<u>Instructions:</u> Please check the appropriate box ("\sum") 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 sealed bids were received and opened. [date]. [#] of
H. □ 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 119-0, 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. Wendor 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
<u>2/7/16</u> 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. 309/15

COUNTY OF NASSAU

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

1.	Name of the Entity: Authory D. Perri
••	Address:
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held Corp Sole Repeat Quer (specify)
of Jo	List names and addresses of all principals; that is, all individuals serving on the Board of ctors or comparable body, all partners and limited partners, all corporate officers, all parties int Ventures, and all members and officers of limited liability companies (attach additional ts if necessary):
	100%
	List names and addresses of all shareholders, members, or partners of the firm. If the cholder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section.

Page 2 of 4

(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):
Nassau County, New York State). None
19010
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: 15206 Signed: Centre Vern
Print Name: /- w + Nory PRKI
Title:

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

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 "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. <u>Term.</u> 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. <u>Services</u>. 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) <u>Vouchers; Voucher Review, Approval and Audit</u>. 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) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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 (<u>i</u>) performed prior to termination, (<u>ii</u>) authorized by this Agreement to be performed, and (<u>iii</u>) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 "<u>Person</u>" 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. <u>Compliance with Law</u>. (a) <u>Generally</u>. 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. <u>Minimum Service Standards</u>. 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 <u>provide to the County</u> a letter from the Nassau County Bar Association Judiciary Committee <u>stating</u> that the Contractor is well qualified to serve in <u>the</u> 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. <u>Indemnification; Defense; Cooperation.</u> (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, 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. <u>Assignment; Amendment; Waiver; Subcontracting</u>. 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 "<u>County Executive</u>"), 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. <u>Termination</u>. (a) <u>Generally</u>. 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 "<u>Cause</u>" 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) <u>Contractor Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (<u>A</u>) final payment under or the termination of this Agreement, and (<u>B</u>) the accrual of the cause of action, and (<u>ii</u>) 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. <u>Section and Other Headings</u>. 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. <u>Entire Agreement</u>. 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. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. 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) <u>Availability of Funds</u>. 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: anthon Dem
Name: <u>Anthony D. Perri</u> Title: <u>Judicial Hearing Officer</u>
Date: 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
NASSAU COUNTY
By:
Name:
Title: Deputy County Executive
Date:

PLEASE EXECUTE IN <u>BLUE</u> INK

)ss COUNTY OF NASSAU)
On the 5 day of ANUARY in the year 2016 before me personally came ANTHONY D. PENTI 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 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
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

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Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the follocommittees of any candidates for any or	cers of the vendor provided campaign contributions in Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County troller, the District Attorney, or any County Legislator?
	None
The undersigned affirms and so swears t statements and they are, to his/her know The undersigned further certifies and aff	irms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental
Dated: 3/29/16	Vendor: Anthony D. Perri Signed: William D. Perri Print Name: Anthony D. Perri Title: Tearing 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.
NIA
70 / 1
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
N/A
Name, address and telephone number of client(s) by whom, or on whose behalf, the obbyist is retained, employed or designated:

Page 2 of 4	
Describe lobbying activity conducted, or to be conducted, i ient(s) for each activity listed. See page 4 for a complete description.	n Nassau County, and iden iption of lobbying activiti
. / 4	
N/A	
The name of persons, organizations or governmental entities pects to lobby:	s before whom the lobbyist
1 / N	
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- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
- 7. 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?

NA	

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:

Print Name:

Title:

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

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

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
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President// Treasurer/_/
	Chairman of Board// Shareholder/_/
	Chief Exec. Officer// Secretary/_/
	Chief Financial Officer / / Partner / /
	Vice President/
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? YES 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 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 Facht Arbitertion LLC 1/2 owner
	Rev 3-2016
	366 N-BRONDWY
	Jeaicho, NY 10753

6.	Section	any governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO X, provide details.				
op Pr	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate 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? YESNOIf 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.	the pa bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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 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 If Yes, provide details for each such conviction.				

9)	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
	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
; 	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
 	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.
business respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No; If Yes, provide details for h instance
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No if Yes, provide details for each r. Provide a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire
Provide a det photocopy th	tailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
7) Conflict o a) con	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts 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. WHOM K. FREE ESO COUNTY.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

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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, An Hony Percibeing 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 G day of APril 2016

Mide Matinden

Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 20_17

Name of submitting business

ANTHORY D. Peri,

Print name

A D. Peri,

Title

Signature

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.

(L Q	ISE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING UESTIONS).
	ate: 4/6/16
	Proposer's Legal Name: Authory D. Perai, Eg
2)	Address of Place of Business:
Lis	et all other business addresses used within last five years:
3)	Malling Address (if different):
Ph	one:
Do	es the business own or rent its facilities?
4)	Dun and Bradstreet number: NA Federal I.D. Number: NA
5)	Federal I.D. Number: VA
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 _X If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes No X If Yes, please provide details:

	0,	misdemeanor? If Yes, provide details for each such conviction.
		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.	years, investi subject for, or respor	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business eptity and/or an affiliated business listed in use to Question 5? YESNO If Yes, provide details for each such igation.
10.	anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization n response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gation.
11.	respon procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; be details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

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
Company Contact Person
Company Contact Person Address
Company Contact Person Address City/State
Company Contact Person Address

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFUL CONNECTION WITH THIS QUESTIONNAIRE M SUBMITTING BUSINESS ENTITY NOT RESPO BID OR FUTURE BIDS, AND, IN ADDITION, MA FALSE STATEMENT TO CRIMINAL CHARGES.	IAY RESULT IN RENDERING THE NSIBLE WITH RESPECT TO THE PRESENT Y SUBJECT THE PERSON MAKING THE
the items contained in the foregoing pages of this attachments; that I supplied full and complete ans knowledge, information and belief; that I will notify circumstances occurring after the submission of the contract; and that all information supplied by information and belief. I understand that the Courquestionnaire as additional inducement to enter in entity.	swers to each item therein to the best of my the County in writing of any change in his questionnaire and before the execution of me is true to the best of my knowledge, and will rely on the information supplied in this
Sworn to before me this C+h day of APril	20 <u> /</u> 6
Micce Martiner	NICOLE M MASTRANDREA Notary Public, State of New York
Notary Public	No. 01MA6285133 Qualified in Nassau County Commission Expires July 1, 2019
Name of submitting business:	
By: Anthony D. Perri	·
Signature	
Title 4,6,2016	•

SERVICE: Judicial Hearing Officer

Contract Details

NIFS ID #: <u>CQTV16000005</u> NIFS Entry Date: <u>2/3/2016</u> Term: <u>01/01/16 to 12/31/16</u>

New X Renewal	1) Mandated Program:	Yes X	No 🗌
Amendment	2) Comptroller Approval Form Attached:	Yes X	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No 🗌
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🗌	No X

Agency Information

Ven	rdor
Name	Vendor ID#
Zelda Jonas	
Address	Contact Person
	Phone

- (പ	mtv D	epartment
Department	The state of the s	<u>alagnini (ante</u>
John (G. Mark	S
Address		
16 Cooper	Street, Hempsto	ead, NY 11550
Phone		
516-572	2654	

Routing Slip

DATE. Rec'd;	DEPARTMENT	Internal Verification	DATE Appy 08.	ŞIĞNATÜRE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	S NS/No	Jim mlinh	
2/8/16	ОМВ	NIFS Approval	Ø 2/8/X	William Gote	Yes No Not required if blanket resolution
2/10/16	County Attorney	CA RE & Insurance Verification	2/11/16	10 P/2	
2/11/16	County Attorney	CA Approval as to form	مدار ۱۱ این	100 P.12	
	Legislative Affairs	Fw'd Original Contract to CA			
	Rules			,	Yes⊡ No 🄼
2/1/16	County Attorney	NIFS Approval	1/1/K	facly A	
' '	Comptroller	NIFS Approval			
	County Executive	Notarization Filed with Clerk of the Leg.			
	Chief Dep.Cty.Exec.				
3/2/14	Deputy County Exec.	SI G 81 894 AIN	コリルル	Sold 81 80V	3010

RECEIVED

NA \$3 AU COUNTY

OUTER OF THE LEGISLATURE

THE WASHINGTON

Department: Traffic & Parking Violations Agency

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

pursuant to section 1690 of determines all questions of by law. Pursuant to the to County Office of Consum "Commission"), as may be needed basis: (a) determine the Rules and Regulations. Method of Procurement: No.18-2014 established the in the County of Nassau. Contract Amendment. So shall have the right to have that function based on the Procurement History: Chapter 496 of the Law of parking or traffic violation the appointment of the Judge, the appointment is or a sitting Village Court 1998 and as a Supreme Conservation of General Procurement Procurement Procurement Procurement of General Procurement Procurement Country States and Supreme Court 1998 and as a Supreme Country Office of Country Procurement	the Original Agreement, the Contract of the Vehicle and Traffic Law. Control flaw, acts as the exclusive trier of all erms of the attached Amendment, the er Affairs Taxi and Limousine Comme amended or adopted by the Commine all questions of law; (b) act as the est of the Commission, or dispose of a central erms of the Commission of th	ractor services consistissues of fact, render Contractor shall als assison, as well as its assion. The Contractor saccing as as in any manner particles on has determined the original scope of services for the Nassau Country and Darking ard by a JHO. The obstrative Judge of the must either be a retires as a Country District	t of hearing parks decisions, imposes serve as a JHO successor, the National state of fact; (c) frovided by law Commission") for lat any individuations. For the ad County Traffic and the Nassau County I red Judge with a red Judge with a red Judge with a	ing and traffic violations in tooses sentences or disposes of the violation of the Rules issau County Taxi and Limothearings in the same manner render a verdict; (d) impose the purpose of regulating at I pleading not guilty to any I ditional services provided until Parking Violations Agency and requires that persons was entered into after the Expistrict Court. Upon certification minimum of two years both	the same mann cases in any may and Regulationsine Commiss as a court and disposition in a man and supervising faxi and Limot der this amend y are well situated who pled not a tecutive Direct action by the Act traffic and par	er as a court and anner provided ons of the Nassau ion (the shall, on an as ecordance with for-hire vehicles asine violation liment: Local Law ted to perform guilty to a por recommended liministrative eking experience.
Change in Contract from	eximum of \$24,000.00 for services, as Prior Procurement: None.	they are rendered pu	orsuant to the co	ntract.		
Recommendation: Appro	ove as Submitted.					
Advisement	Information					
BUDGET CODES	FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT	CODE	AMOUNT
Fund: Gen	Revenue Contract	XXXXXXX	1	TVGEN1000DE500		\$24,000.00
Control: TV	County	\$ 24,000.00	2		· · · · · · · · · · · · · · · · · · ·	\$
Resp: 1000	Federal	\$	3		,	\$
Object: DE	State	\$	4			\$
Transaction: CQ	Capital	\$	5			\$
	Other	\$	6			\$
RENEWAL	TOTAL	\$24,000.00			TOTAL	\$24,000.00
% Increase		71700000			101103	φ24,000.00
% Decrease	Document Prepared By:	ene M. Higgins			Date:F	eb. 3, 2016
NIFS (Cortification		ertification ————	Point	Executive Appr	oval

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.



Nassau County Interim Finance Authority

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

1. Vendor:	ZELDA JONAS			
2. Dollar amount 1	requiring NIFA approval: \$ \$0.00			
Amount to be en	ncumbered: \$ 24,000.00			
This is a	New Contract Advisement	Amendment		
If advisement – NIFA	nount should be full amount of contract A only needs to review if it is increasing fur sount should be full amount of amendmen	nds above the amount pr t only	eviously approv	ed by NIFA
3. Contract Term:	1/1/2016-12/31/2016			
Has work or servi	ices on this contract commenced?	Yes	No	
If yes, please expl	ain: Services being provided as ne	eeded in the courtroon	n.	
4. Funding Source	::			
General Fun Capital Impr Other	d (GEN) Grant rovement Fund (CAP)	t Fund (GRT) Federal % State % County %		
	for the full amount of the contract? uire a future borrowing?	Yes Yes		
Has the County Legis	slature approved the borrowing?	_ ✓ _ Yes	No	N/A
Has NIFA approved t	the borrowing for this contract?	✓ Yes	No	N/A
5. Provide a brief	description (4 to 5 sentences) of the	item for which this a	pproval is req	uested:
shall render administrative	dicial Hearing Officer (JHO) to the Traffic and Parking Violations e enforcement services pursuant to Article XXI-B of County Gove toe of Consumer Affairs Taxi and Limousine Commission, as we	ernment Law of Nassau County and is	n accordance with the Ru	les and Regulations
	equested herein followed all proper puttorney as to form			oy the:
Nassau County C	ommittee and/or Legislature Yes	No	N/A	
Date of approv	al(s) and citation to the resolution w	here approval for thi	is item was pr	ovided:
. Identify all cont	tracts (with dollar amounts) with thi	is or an affiliated par	ty within the p	rior 12 month
	0006 - \$20,000.00 encumbered			

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.

Roserns	r Klers	2/10/16
Signature	Title	Date
Print Name		
	COMPTROLLER'S	S OFFICE
	Nassau County Approved Budget a	ormation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response:	
I certify that the	funds are available to be encumber	ered pending NIFA approval of this contract.
	onding for this contract has been app	roved by NIFA. ut the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	d 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.



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 SECT: N 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.



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.

ONTRACTOR NAME: ZELDA JONAS
ONTRACTORADDRESS:
EDERAL TAX ID #:
nstructions: Please check the appropriate box ("\sum ") after one of the following oman numerals, and provide all the requested information.
The contract was awarded to the lowest, responsible bidder after advertisement or sealed bids. The contract was awarded after a request for sealed bids was published [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of
aled bids were received and opened. I. □ The contractor was selected pursuant to a Request for Proposals.
he 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
ebsite. Proposals were due on were received and evaluated. he evaluation committee consisted of: The roposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer as 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 119-0, 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. Wendor 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 2/1/6 Date
Dan

<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. 309/15

COUNTY OF NASSAU

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

1.	Name of the Entity: Zelda Jonas
	Address:
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability Co Closely Held Corp Contractor Other (specify)
of Joir	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):
	NA
	List names and addresses of all shareholders, members, or partners of the firm. If the nolder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section.
	NA

Page 2 of 4

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
NA.
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
NA
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: Geldar Jonas Print Name: ZE/da OonAS
Title: OHO

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 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. <u>Term.</u> 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. <u>Services</u>. 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) <u>Vouchers; Voucher Review, Approval and Audit</u>. 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) <u>Timing of Payment Claims</u>. 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) <u>No Duplication of Payments</u>. 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. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 "<u>Person</u>" 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) <u>Nassau County Living Wage Law.</u> 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. <u>Minimum Service Standards</u>. 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 <u>provide to the County</u> a letter from the Nassau County Bar Association Judiciary Committee <u>stating</u> that the Contractor is well qualified to serve in <u>the</u> 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. <u>Indemnification; Defense; Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, 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. <u>Termination</u>. (a) <u>Generally</u>. 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.

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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (<u>i</u>) one (1) year of the first to occur of (<u>A</u>) final payment under or the termination of this Agreement, and (<u>B</u>) the accrual of the cause of action, and (<u>ii</u>) 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. <u>Section and Other Headings</u>. 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. <u>Entire Agreement</u>. 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) <u>Approval and Execution</u>. 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) <u>Availability of Funds</u>. 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

ву: ИД	Mr	(INLOS
Name:	Žeľda,	dona	s
Title:	Judicia	1 Hea	aring Officer
Date:	12	31	15
			J

NASSAU COUNTY

By:	
Name:	
Title:	Deputy County Executive
Date:	

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK))ss.: COUNTY OF NASSAU)
On the 31 day of <u>becerviour</u> in the year 201 <u>5</u> before me personally came 2010 Jonas to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of the county of
Mode Moute Modern Public, State of New York NOTARY PUBLIC NICOLE M MASTRANDREA Notary Public, State of New York No. 01MA6285133 Qualified in Nassau County Commission Expires July 1, 20 LT
STATE OF NEW YORK)
COUNTY OF NASSAU)
On theday of in the year 201 before me personally came to me personally known, who, being by me duly sworn, did depose an 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

Judg gras

Exhibit A



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

ending on the date of this disclosure	ection Law in (a) the period beginning April 1, 2016 and e, or (b), beginning April 1, 2018, the period beginning two sure and ending on the date of this disclosure, to the
campaign committees of any of the	following Nassau County elected officials or to the compound
conditinuees of any candidates for an	1V 01 the following Nassau County elected officers the County
If yes, to what campaign committee	omptroller, the District Attorney, or any County Legislator?
	Marie
	NONE
	The state of the s
2. MEDIFICATION, TV	
VERIFICATION: This section in Vendor authorized as a signatory of the section in the sectio	nust be signed by a principal of the consultant, contractor or
vendor aumorized as a signatory of t	the firm for the purpose of executing Contracts.
The undersigned affirms and so swea	us that he/she has read and understood the foregoing
The undersigned affirms and so swea statements and they are, to his/her kn	ars that he/she has read and understood the foregoing towledge, true and accurate.
The undersigned affirms and so sweat statements and they are, to his/her kn The undersigned further certifies and	urs that he/she has read and understood the foregoing towledge, true and accurate.
The undersigned affirms and so sweat statements and they are, to his/her known the undersigned further certifies and identified above were made freely and	urs that he/she has read and understood the foregoing towledge, true and accurate. affirms that the contribution(s) to the campaign committees d without duress, threat or any promise of a governmental
The undersigned affirms and so sweat statements and they are, to his/her kn The undersigned further certifies and	ars that he/she has read and understood the foregoing towledge, true and accurate. affirms that the contribution(s) to the campaign committees d without duress, threat or any promise of a governmental tor remuneration.
The undersigned affirms and so sweat statements and they are, to his/her known the undersigned further certifies and identified above were made freely and	ars that he/she has read and understood the foregoing towledge, true and accurate. affirms that the contribution(s) to the campaign committees d without duress, threat or any promise of a governmental tor remuneration.
The undersigned affirms and so sweat statements and they are, to his/her known the undersigned further certifies and identified above were made freely and benefit or in exchange for any benefit	ars that he/she has read and understood the foregoing towledge, true and accurate. affirms that the contribution(s) to the campaign committees d without duress, threat or any promise of a governmental tor remuneration.
The undersigned affirms and so sweat statements and they are, to his/her known the undersigned further certifies and identified above were made freely and	urs that he/she has read and understood the foregoing towledge, true and accurate. affirms that the contribution(s) to the campaign committees d without duress, threat or any promise of a governmental

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.
IVONE
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
Not Applicable
Name, address and telephone number of client(s) by whom, or on whose behalf, the obbyist is retained, employed or designated:
Not Applicable

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4. Describe lobb client(s) for each activ	ying activity cond vity listed. See pa		or to be con ra comple	te descripti	assau Cou on of lobb	nty, and ident ying activitie	ify s.
							
							
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5. The name of perexpects to lobby:	sons, organization	is or go	vernmental	entities befo	ore whom	the lobbyist	
	Not	-	Appli	cable			_

- 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:

Print Name.

Title:

Cridinal 11.

Henring Office

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name ZELDA JONAS
	Date of birth _
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	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 <u> </u>
	Chairman of Board <u>1 1 1 1 1 Shareholder 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1</u>
	Chief Exec. Officer <u> </u>
	Chief Financial Officer <u>ソノナノナ</u> Partner <u>ソノナノ</u> ゲ
	Vice President / / / / / / / / / / / / / / / /
	(Other) Judicial Heraning 077 KEn
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 1 If Yes, provide details.

3601	any governmental entity awarded any contracts to a business or organization listed in ion 5 in the past 3 years while you were a principal owner or officer? YES NO/ s, provide details.
Provide :	An affirmative answer is required below whether the sanction arose automatically, by not law, or as a result of any action taken by a government agency. I detailed response to all questions checked "YES". If you need more space, photocopy opriate page and attach it to the questionnaire.
7. In the organ	e past (5) years, have you and/or any affiliated businesses or not-for-profit nizations listed in Section 5 in which you have been a principal owner or officer:
а	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.
bankn the pa -bankn any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever sd? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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? YESNOIf Yes, provide details for each such occurrence.
	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.
:	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.
ŗ	n 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.
t	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

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, Journey, 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 Ppril 2014

Mode Mostianeca.
Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 20 17

Name of submitting business

Name of submitting business

Name of submitting business

Lelda o

Print name

Signature

Julicial Hearing OFFicer

Title

4 1 11 1 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: PRI 11, 2016 1) Proposer's Legal Name: Zelda Jon AS 2) Address of Place of Business: List all other business addresses used within last five years: 3) Mailing Address (if different): νοτ Αρρία δίε Does the business own or rent its facilities? OUN4) Dun and Bradstreet number: Not Applicable 5) Federal I.D. Number: Wot 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:

nam	the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau aty or any other government entity terminated? Yes No If Yes, state the of bonding agency, (if a bond), date, amount of bond and reason for such cancellation feiture: or details regarding the termination (if a contract).
11) Has 1	he proposer, during the past seven years, been declared bankrupt? Yes No
inves the pa a crin prose perfor	past five years, has this business and/or any of its owners and/or officers and/or any ded business, been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency? And/or, in last 5 years, have any owner and/or officer of any affiliated business been the subject of sinal investigation and/or a civil anti-trust investigation by any federal, state or local cuting or investigative agency, where such investigation was related to activities med at, for, or on behalf of an affiliated business. No If Yes, provide details for each such investigation.
but no has ar any go agenc	past 5 years, has this business and/or any of its owners and/or officers and/or any ed business been the subject of an investigation by any government agency, including the limited to federal, state and local regulatory agencies? And/or, in the past 5 years, by owner and/or officer of an affiliated business been the subject of an investigation by overnment agency, including but not limited to federal, state and local regulatory es, for matters pertaining to that individual's position at or relationship to an affiliated ss. Yes No If Yes, provide details for each such investigation.
charge	y current or former director, owner or officer or managerial employee of this business ther before or during such person's employment, or since such employment if the specified person's pertained to events that allegedly occurred during the time of employment by the ing 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

	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.
respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No 1/2; If Yes, provide details for instance.
limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each . Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire
Provide a deta photocopy the	ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. いる このい 十年 セナリタータ
b) I	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

A.	COLLIC	le a resume or detailed description of the Proposer's professional qualifications, Instrating extensive experience in your profession. Any prior similar experiences, and issuits of these experiences, must be identified.
	Shoul	d the proposer be other than an individual, the Proposal MUST include:
ALCOHOLOGICA GENERALISMO CANCOLOGICA	1)	Date of formation;
	li)	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;
	(vi	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.
8.	Indicat	e number of years in business. UCENED to PRACTIVE LAW SINCE 1953,
ŧ	perform	e any other information which would be appropriate and helpful in determining the ser's capacity and reliability to perform these services. Justice 07 the Supreme 1.4.6+19+2. Hpp. Div. 2nd Dept.—Retired addresses for no fewer than three references for whom the Proposer ovided similar services or who are qualified to evaluate the Proposer's capability to this work.
(Compa	ny Administrative Judge-Sup. Ct NASAUCO.
(Contact	t Person Hon Thomas Adams
A	\ddres	s 160 Supreme Ct. Drive
C	City/Sta	ite Mineola, N.4.
Т	elepho	one 516-493-3400
F	ax#_	
		Address
force traces and		weldow have findered and ground the first region and develope or and the first

	Company NASSAU County DETRICT CT. TRATTICE PARKING
	Contact Person How John MARKS. VIOLATIONS Agency
	Address 16 Cooper Street
and the state of the same of t	City/State Hempsterno, New York - 11550
The state of the s	Telephone 572 222 0
	Fax# 572 - 1794.
	E-Mail Address
	Company N.y. StAte Supreme Ct- NASSAU County.
	Company Ky StAte Supreme Ct-NASAU County. Contact Person Hon. OFFAREY Brown
	· · · · · · · · · · · · · · · · · · ·
	Contact Person Hon. OFTINEY Brown
	Contact Person Hon. OFTTREY Brown Address 100 Counthouse Prive
	Contact Person Hon. OFTTAREY Brown Address 100 Counthouse Drive City/State Mineria, New York.
	Contact Person Hon. OFTTHEY Brown Address 100 Counthouse Drive City/State Miniecla, New York. Telephone 516-493-3400

CERTIFICATION

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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

2014

Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01 MA6285133
Qualified in Nassau County

Qualified in Nassau County Commission Expires July 1, 20_11

Name of submitting business: NASAU CO. DISTRICT COURT TRAFFIC + PARKING FROM

By: Zelda towas

Print name

Affice

One of submitting business: NASAU CO. DISTRICT COURT TRAFFIC + PARKING FROM

VIOLATIONS Agency

Print name

Affice

One of submitting business: NASAU CO. DISTRICT COURT TRAFFIC + PARKING FROM

Name of submitting business: NASAU CO. DISTRICT COURT TRAFFIC + PARKING FROM

VIOLATIONS Agency

Tudicipal Henning OFFICE'S

4 1 11 , 16

Date

Contract ID#: H67100-07C

CLPW16000003

Department: Public Works E-98-16
CF

CF (Capital)

Contract Details

NIFS ID #: CFPW12000013 NIFS Entry Date: 12/15 Term: from Execution 7/25/2016

New Renewal	1) Mandated Program:	Yes	No □
Amendment 🖂	2) Comptroller Approval Form Attached:	Yes 🗌	No 🗆
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes [No 🗌
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🗌	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🗌	No 🗌

Agency Information

Vend	$\hat{ ext{or}}$
Name	Vendor ID#
Municipal Testing Laboratory, Inc.	11-1984867
Address	Contact Person John Hicks
375 Rabro Drive, Hauppauge, NY, 11788	
	Phone (631)-761-5555

G	unty Department
- W. A. C. C. C. C. C.	nent Contact
	Boyle
Addres	S
1194 P 11590	rospect Avenue, Westbury, NY
Phone	
571-68	17

Routing Slip

DATEA. Record	DEPARTMENT	Internal Verification		DATE Appy da Levid	SIGNATURE :	Leg. Approval : Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		2/11/10	Hand Mall	
	DPW (Capital Only)	CF Capital Fund Approval		2/11/11	Jun Mill	
	OMB	NIFS Approval		2/23/14	Phoan State	Yes No Usa Not required if BlankerRes
225/16	County Attorney	CA RE & Insurance Verification	L	2/25/2	gu P.A.B	
2/25/16	County Attorney	CA Approval as to form	W	2/25/16	MPM	Yes 🔼 No 🗀
, f	Legislative Affairs	Fw'd Original Contract to CA				
	Rules					
	County Attorney	NIFS Approval				
	Comptroller	NIFS Approval			01:11	
3/10/16	County Executive	Notarization Filed with Clerk of the Leg.		3/10/16	1/1/8/ 1/8/1 8	30/,

Contract ID#: H67100-07C Department: Public Works

Contract Summary

	Amenamen	t 2 to On-Call Stailing A	Agreement for L	DPW labora	tory staffing support	
Purpose:						
Extend exis	sting agreer	nent for professional e	ngineering servi	ices firm to	provide on-call Asphalt and	Concrete Plant
Inspections Method of Proc	as well as I	Viaterial tests to ensure	all construction	n contract s	pecifications are adhered to.	
		ity procedures for retai	ning profession	al annineeri	na samuicas	
		procount of total	mine by oresaion	an engineer	ing ser vices.	
Procurement H						
A RFP for	a new agree	ement was issued since t	the term limit o	f this agreer	nent was approaching. 3 firm	ns submitted
responses to	o the RFP,	these response were eva	luated and that	t agreement	is processing, however the d	epartment is
required to	support th	e construction projects.	The departmen	nt is request	ing an additional 6 month ex	tension of the
Description of C	Cement SO U	ne work may be perior	med while the r	evised RFP	agreement is processed.	***
			ıtilized, for orig	inal søreem	ent. Amendment #2 extends	original
agreement	terms for a	n additional 6 months			one immediation in a catchus	original
Impact on Fund				_		
Construction	on Project f	unding is included in th	ie Capital Plan	under the a	ppropriate Capital project n	umber. Selected
iirm was de	etermined to	o be the best value for t	he County.			
Change in Cont	n. i					
Not Applica		Procurement:				
Recommendation		submitted)				
Approve as	submitted					
Advisen	nent Inf	formation				
BUDGET C	ODES.	FUNDING SOURCE	AMOUNT 4	LINE	INDEX/OBJEGE CODE	TAMOUNT.
Fund:	CAP	Revenue Contract	XXXXXXX	1	PWCAPCAP/61587/00002	\$ 0.01
Control:	61	County	\$	2		\$
Resp:	587	Federal	\$	3		\$
Object:	00002	State	\$	4		\$
Transaction:	CL	Capital	\$ 0.01	5		\$
		Other	\$	6		\$

% Increase

% Decrease

Document Prepared By:

| Comptroller Certification | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | Date: | D

TOTAL

\$ 0.01

TOTAL | \$ 0.01

😕 * RENEWAL 🛸

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").

WITNESSETH:

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. <u>Amended Term.</u> 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 Latyoratory, Inc.,
By: Cult '
Name: John Zicchi
Title: / /RO pelatron
Date: 1-6-16
NASSAU COUNTY
Ву:
Name:
Title: Deputy County Executive

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)	
Suppolik)ss.: COUNTY OF NASSAU)	
NOTARY PURIT	in the year 2016 before me personally to me personally known, who, being by me duly the or she resides in the County of the county of the many that the county of the many that the county of the board of directors of said corporation. **THEEN RIPHIES 1027/17* **THEEN RIPHIES 1027/17*
STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
On the day of came	in the year 2016 before me personally to me personally known, who, being by me duly
sworn, did depose and say that he or she is a Deputy County E corporation described herein a	the or she resides in the County of; that Executive of the County of Nassau, the municipal and which executed the above instrument; and that he or she pursuant to Section 205 of the County Government Law of

NOTARY PUBĻIC

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.

Rakhai Maitra

Deputy Commissioner

RM:pl

c:

Rakhal Maitra, Deputy Commissioner Donna Boyle, Civil Engineer III

APPROVED:

DISAPPROVED:

Shila Shah-Gavnoudias

Date

Shila Shah-Gavnoudias

Date

Commissioner

Commissioner



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: <u>Materials</u>	s Testing Laboratory, Inc.
CONTRACTOR ADDRESS: 375	Rabro Drive, Hauppauge, NY
FEDERAL TAX ID #:11-198486	57
<u>Instructions:</u> Please check the approximan numerals, and provide all the	opriate box ("☑") after one of the followin requested information.
for sealed bids. The contract was awa	e lowest, responsible bidder after advertisement varded after a request for sealed bids was published [newspaper] on [date] [#]
Potential proposers were made aware of the posting on website, mailing, etc.][#	request for proposals was issued on[date the availability of the RFP by [newspaper advertisement #] of potential proposers requested copies of the RF[#] proposals were received and evaluated. The committee consistence.
[list member the scoring and ranking(attached), the highest-	ers]. The proposals were scored and ranked. As a result ranking proposer was selected.

Ш.	X	This i	s a	renewal,	extension	or	amendment	of	an	existing	contract.
----	---	--------	-----	----------	-----------	----	-----------	----	----	----------	-----------

The contract was originally executed by Nassau County on <u>July 25, 2012</u>. 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 <u>selection of firm based on response of firm to standard RFP process</u>, [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.			

required through an inter-municipal agreement.

□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

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

Daté

<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



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the follo committees of any candidates for any of	cers of the vendor provided campaign contributions of Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?
NONE	•
2. VERIFICATION: This section must Vendor authorized as a signatory of the	be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts.
The undersigned affirms and so swears t statements and they are, to his/her know	hat he/she has read and understood the foregoing ledge, true and accurate.
The undersigned further certifies and aff identified above were made freely and we benefit or in exchange for any benefit or	irms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental remuneration.
Dated: 3-30-/6	Vendor: MUNICIPAL TESTING LABORATORY, INC. Signed: ## Signed: ## Signed: Signed: Signed: ## 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 CorpPartnershipJoint VentureLtd. Liability CoClosely Held CorpCORPORATION Other (specify)
of Join sheets	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties t Ventures, and all members and officers of limited liability companies (attach additional if necessary): EN 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

Page 2 of 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, 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

deseri NONE		Describe lobbying activity lobbying activities.	of each lobbyist.	See page 4 of 4 for a c	complete
Nassau NONE	_	List whether and where the	e person/organiza	tion is registered as a lo	bbyist (e.g.,
The ur	ctor or \ ndersign	TICATION: This section model of the control of the	atory of the firm a at he/she has read	for the purpose of execult and understood the for	iting Contracts.
Dated:	01/1	1/2016	Print Name:	TIONS VICE PR	ESIDENT
			Title: OPÈRA		

Page 4 of 4:

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 <u>Lobbyist Registration and Disclosure Form</u> (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 cams 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 carned 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

EDWARD P. MANGANO

NASSAU COUNTY ATTORNEY

NONE

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

LODD I IST REGISTRATION AND DISCLOSURE FORIN
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:

VERIFICATION:	The undersigned affirm	is and so swears t	that he/she has read and
understood the foregoing s	tatements and they are,	to his/her knowle	edge, true and accurate.

Dated: 01/11/2016

Signed:

Print Name: JOHN ZUCCHI

Title: OPERATIONS VICE PRESIDENT

Page 4 of 4:

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
the tunki	01/11/2016
Signature (Date
MUNICIPAL TESTING LAB., INC.	
Name of Organization	
375 RABRO DRIVE, HAUPPAUGE, NY 11788	
Address of Organization	
سست 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.

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).

Da	te: <u>01/11/2016</u>					
1)	Bidder's/Proposer's Legal Name: MUNICIPAL TESTING LAB., INC.					
2)	Address of Place of Business: 375 RABRO DRIVE, HAUPPAUGE, NY 11788					
Lis	t all other business addresses used within last five years:					
3)	Mailing Address (if different):					
Ph	one : <u>(631)761~5555</u>					
Do	es 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)					

business federal, s owner as civil anti- such inv	ist five years, has this business and/or any of its owners and/or officers and/or any affiliated is, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any addor officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business. No X If Yes, provide details for each such investigation.
business federal, s of an affi but not li individua	est 5 years, has this business and/or any of its owners and/or officers and/or any affiliated abeen the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or office liated business been the subject of an investigation by any government agency, including mited to federal, state and local regulatory agencies, for matters pertaining to that I's position at or relationship to an affiliated business. Yes No _X If Yes, provide
	er each such investigation.
4) Has any either be pertained	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges to events that allegedly occurred during the time of employment by the submitting, 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.
4) Has any either be pertained	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges of to events that allegedly occurred during the time of employment by the submitting and allegedly related to the conduct of that business: a) Any felony charge pending? No X Yes If Yes, provide details for each such
4) Has any either be pertained	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges of to events that allegedly occurred during the time of employment by the submitting 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

	occurrence.
15) In the pas business to any pro instance.	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect of sessional license held? No Yes; If Yes, provide details for each such
applicable and sewe detailed re	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water or charges? No If Yes, provide details for each such year. Provide a esponse to all questions checked 'YES'. If you need more space, photocopy the te page and attach it to the questionnaire
Provide a det appropriate p	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict of	f Interest:
a) ple <i>a</i>	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase expressly state "No conflict exists."
	(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. (au floid confists
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 confact the County and he 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;
- il) 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

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 I day of January 20_16

Sworn to before me this 1 day of January 20_6

RATHLEEN K. NERI
#01NES087243

Notary Public

Notary Public

Name of submitting business: MUNICIPAL TESTING LAB., INC.

By JOHN ZOCCHI

Print name

OVP

Signature

01 / 11 / 2016

Date

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, 2) Address of Place of Business: 375 RABRO DRIVE, HAVPPAVGE, NY 11788 List all other business addresses used within last five years: 3) Mailing Address (if different): P.O. BUD 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 Coher (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 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. See attacked 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 ___ 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 bi	idder/proposer, during the past seven years, been declared bankrupt? Yes No X te date, court jurisdiction, amount of liabilities and amount of assets
business, federal, st owner and civil anti-ti such inve	t five years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of a criminal investigation and/or a civil anti-trust investigation by any ate or local prosecuting or investigative agency? And/or, in the past 5 years, have any d/or officer of any affiliated business been the subject of a criminal investigation and/or a rust investigation by any federal, state or local prosecuting or investigative agency, where stigation was related to activities performed at, for, or on behalf of an affiliated business. No X If Yes, provide details for each such investigation.
business federal, st of an affili but not lin individual	t 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to rate and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer ated business been the subject of an investigation by any government agency, including nited to federal, state and local regulatory agencies, for matters pertaining to that s position at or relationship to an affiliated business. Yes No If Yes, provide each such investigation.
either bef pertained	current or former director, owner or officer or managerial employee of this business had, ore or during such person's employment, or since such employment if the charges to events that allegedly occurred during the time of employment by the submitting 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 pas business I to any pro instance.	t (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect fessional license held? No Yes; If Yes, provide details for each such
applicable and sewe detailed re	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any efederal, state or local taxes or other assessed charges, including but not limited to water r charges? No X Yes If Yes, provide details for each such year. Provide a esponse to all questions checked 'YES'. If you need more space, photocopy the te page and attach it to the questionnaire.
	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict of	Interest:
a) plea	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, use expressly state "No conflict exists."
	(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. 10 COUPLIT COISTS
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 he guided accordingly,

A.	demon	a resume or detailed description of the bidder's/proposer's professional qualifications, strating extensive experience in your profession. Any prior similar experiences, and the results e 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)	iv) State of incorporation (if applicable);				
	v)	The number of employees in the firm;				
	vi)	Annual revenue of firm;				
	∨ii)	Summary of relevant accomplishments				
	viii)	Copies of all state and local licenses and permits.				
В.	Indicat	e number of years in business.				
C.		rovide any other information which would be appropriate and helpful in determining the dder's/proposer's capacity and reliability to perform these services.				
D.	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 per this work.					
Company SLaTTERY SKANSKA						
	Contac	ot Person Tom TYLER				
	Addres	ss 75 MAIDEN LANG				
		ate NEW York, NY				
	Teleph	one 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 \$



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 JUPLAU CONTRACTING, INC.
Contact Person Topp 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
Company NYC CUNY
Company NYC CUNY Contact Person VINCENT DEMAIO
Contact Person_ VINCENT DEMAIO
Contact Person VINCENT DE MAIO Address 555 WEST 57th STREET
Contact Person VINCENT DEMAIO Address 555 WEST 57 th STREET City/State NEW YORK, NY

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.

02/09/2016 Date

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, <u>STEVEN</u> <u>TAYCOY</u>, 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 2 day of February 20 16 #01NE5087243 Name of submitting business: MUNICIPAL TESTING LABORATORY, INC.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/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
	Home address
	City/state/zip
	Business address 375 RABRO DRIVE
	City/state/zip
	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 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 confribution 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, 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

PQF (02/2016)

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? NOX 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 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.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law,

PQF (02/2016)

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 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, 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 *Ebruary* 20_/6

KATHLERN K, NERI
#01NES087245
MY COMMISSION EXPIRES 19/27 //

MUNICIPAL TESTING LABORATORY, INC.

Name of submitting business

Print name

Signature

PRESIDENT

Title

OMB Control Number 1018-0102 Expiration Date: 06/30/2014

United States Department of the Interior U.S. Fish and Wildlife Service

National Wildlife Refuge System General Special Use Application and Permit		Name of Refuge					
				Application (To be tilled out by applicant. Note: Not all information is required for each use. See instructions at the end of the notice.)			E-mailmichelle_potter@fws.gov
				1) (New ()	Renewal () Modification () Other		
Applicant l	Information						
2) Full Name:	Shila Shah-Gavnoudias, P.E., Commissioner	6) Phone #:					
3) Organization:	Nassau County Department of Public Works	7) Fax #:					
4) Address:	1194 Prospect Avenue	8) E-mail:					
5) City/State/Zlp:	Westbury, NY 11590-2723		,				
•	contractors/Subpermittees: (List full names, addresses and						
This permit is r	equested by the consulting firm of Lockwood, K	essler & Bartlett, Inc., 1 Aerial	Way, Syosset, NY (phone				

Activity Information

(0) 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)
	Other

516-938-0600) representing Nassau County Dept. of Public Works for the planning/design of this seawall replacement project.

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, sile occupation limeline, 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.

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(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.) 14) Grade level of educational group: 13) Expected number of participants: N/A _ Adults _____ Total ____ 16a) Plan of Operation required? O Yes O No N/A 15) Will staff time/assistance be required? 16b) Plan of Operation attached? O Yes O 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) 18b) is map of location(s) attached? 18a) Is map of location(s) required? Yes \(\) No Yes ○ No ○ N/A Insurance Coverage/Certifications/Permits 19b) Insurance: (Provided carrier, type and policy number) 19a) Is insurance required? Yes No No N/A 20) Other licenses/certifications/permits required: (Specifically identify licenses, certifications, and permits.) 1. NYSDEC Tidal Wetlands #1-2824-02569/00004; 3) NYSDEC Excavation&Fill in Navigable Waters #1-2824-02569/00005 2. NYSDEC Water Quality Certification #1-2824-02569/00006; 4) USACE Section 404 Clean Water Act Logistics and Transportation 21) Does activity require personnel to stay overnight onsite? O Yes

No 23) Specifically describe <u>all</u> equipment/gear and materials used: 22) Personnel involved: Initial excavation work requires use of tracked skid steer on Nassau County DPW staff and contractors' work forces 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).) 26) Specifically describe onsite hazardous material storage or 25) Specifically describe onsite work and/or living other onsite material storage space: accommodations: 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. __ Date of Application: ____ Sign, date, and print this form and return it to the refuge for processing.

Do not fill out information below this page.

For Official Use Only (This section to be filled out by refuge personnel only.)

n	Permit #:
Special Use Permit	, enney,
12/31/2015 1) Date:	Permit Denied 3) Station #:
4) Additional special conditions required: (Special conditions may include activity reports, before and after photographs, and other conditions.) Yes No N/A N/A	Additional sheets attached: (a) Yes () No .
5) Other licenses/permits required: (a) Yes (No (N/A)	Verification of other licenses/permits, type:
6) Insurance/certifications required: Yes No No N/A	Verification of insurance/certification, type:
7) Record of Payments:	Record of partial payment:
8) Bond posted: Yes (No	
This permit is Issued by the U.S. Fish and Wildlife Service and subject to the terms, covenants, obligations, and reservations the notice, conditions, and requirements included or attached hand so that it may be shown at any time to any refuge staff.	s, expressed or implied netern, and to
Permit approved and issued by (Signature and title):	_ Date: _1-21-16
Permit accepted by (Signature of applicant):	

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 Dale: 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. FWS Form 3-1383-G

- 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.
- 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.

Contract ID#: H67100-07C

CF (Capital)

CLPW 15000030 Department: Public Works E-440-15 CF

Contract Details
NIFS ID #: CFPWIZ000013
NIFS Entry Date: 7/8/15 Term: from Excurtion to MANIS

OF

New Renewal	Mandated Program;	Yes 🗌	No 🔲
Amendment 🛛 #	2) Comptroller Approval Form Attached:	Yes 🗌	№ □
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗌	No □
Addl, Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🗌	No □
Blanket Resolution RES#	5) Insurance Required	Yes	No 🗌

Agency Information

Ven	jor
Name	Vendor ID#
Municipal Testing Laboratory, Inc.	11-1984867
Address	Contact Person
375 Rabro Drive, Hauppauge, NY, 11788	John Hicks
	Phone (631)-761-5555

	County Department
	epartment Contact
A	ddress
	194 Prospect Avenue, Westbury, NY 1590
P	hone 71-6817

Routing Slip

DATI Recui	ő bépártsúéni	Informal Vertification	SIGNATURE	Leg. Approyal :
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head)	Ballo Shell I	
	DPW (Capital Only)	CF Capital Fund Approval	1 4984 Ch 1/2	
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	Comptroller	NIFS Approval	A Plus Shee	
7/14	County Executive	Notarization Filed with Clerk of the Leg.	1/14 Cl M	M. 2017 3 / 100 100 100 100 100 100 100 100 100 1

Contract Summary

Description:: Amendment to On-Call Staffing Agreement for DPW laboratory staffing support Purpose: 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: Standard Nassau County procedures for retaining professional engineering services. Procurement History: 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 mouth extension of the current agreement so the work may be performed while the revised RFP is processed. Description of General Provisions: Standard Nassau County Agreement format utilized, for original agreement, Amendment #1 extends original agreement terms for 6 months Impact on Funding / Price Analysis: 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.					
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firm was determined to be the best value for the County.					
Change in Contract from Prior Procurement:					
Not Applicable					
Recommendation: (approve as submitted)					
Approve as submitted					
Advisement Information					
BUDGET CODES FUNDING SOURCE AMOUNT CINE INDEX/OBJECT/CODE AMOUNT					
Fund: CAP Revenue Contract PWCAPCAP/61587/00002 \$0.01					
Control: 61 County \$ 2					
Resp: 587 Federal \$ 3 \$					
Object: 00002 State \$ 4 \$					
Transaction: CL Capital \$ 0.01 5 \$					
Other \$ 6 \$					
RENEWAT TOTAL \$ 0.01					
% Increase					
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RULES R COLUTION NO. 187 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE

TO EXECUTE AN AMEND INT TO A PERSONAL SERVICES

AGREEMENT BETWEEN? & COUNTY OF NASSAU, ACTING ON

BEHALF OF THE DEPART. ENT OF PUBLIC WORKS, AND

MUNICIPAL TESTING LAI RATORY, INC.

Passed by the Rules Committee
Nassan County Legislature
By Voice Vete en 727-75
VOTING:
ayes 7 asyes 0 abstained 0 recused 0
Legislators presents 7

WHEREAS, the Coun' has negotiated an amendment to a personal services agreement with Municipal Testing Laboratory, Inc. for inspection and materials testing services copy of which is on file with the Clerk of the Legislature; now, therefore be it

RESOLVED, that the 'les Committee of the Nassau County

Legislature authorizes the Co ty Executive to execute the said amendment

to an agreement with Munici Testing Laboratory, Inc.

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.



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.

FEDERAL TAX ID #: 11-1984867

were received and opened.

CONTRACTOR ADDRESS: 375 Rabro Drive, Hauppauge, NY, 11788

Instructions: Please check the approumerals, and provide all the requ	- , ,	f the following roman
IThe contract was awarded to t	he lowest, responsible bidde	er after advertisement
for sealed bids. The contract was awar	rded after a request for sealed bi-	ds was published
in	[newspaper] on	[date]. The
sealed bids were publicly opened on	[date].	[#] of scaled bids

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 <u>December 18</u>, 2008, Potential proposers were made aware of the availability of the RFP by <u>posting on website</u> [newspaper advertisement, , mailing, etc.]. Proposals were due on <u>January 30, 2009.</u> 2 proposal

[newspaper advertisement, , mailing, etc.]. Proposals were due on <u>January 30, 2009.</u> 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 <u>July 25, 2012</u> [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 ___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.

<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.

Department Head Signature

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.

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").

WITNESSETH:

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. <u>Amended Term.</u> 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").
- 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.

PLEASE EXECUTE IN <u>BLUE</u> INK

Municipal Testing Laboratory, Inc., By: Name: JOHN ZUCCH Title: OPERATIONS VICE PRESIDENT Date: 07/06/2015	
NASSAU COUNTY	
By:	

STATE OF NEW YORK)

SUPPOLK SS.:

COUNTY OF NASSAU)

On the day of day of in the year 2015 before me personally came ONN 741Cell to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of that he or she is the of MUMCLPAL 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 CATELORNE, NERI FOIRESOFFIE MY COMMISSION EXPRES 1947 / 17
STATE OF NEW YORK))ss.: COUNTY OF NASSAU)
on the day of in the year 2015 before me personally came in the year 2015 before me personally came in the year 2015 before me personally came in the year 2015 before me personally came in the year 2015 before me personally came in the year 2015 before me personally came in the year 2015 before me personally came in the year 2015 before me personally came in the year 2015 before me personally came in the year 2015 before me personally came in the year 2015 before me personally came in the year 2015 before me personally came
signed/his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County. NOTARY PUBLIC Of Util a G. Februare
NOTARY PUBLIC CONCUERCE

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PEt258026
Qualified in Narsau County
Transator Expires April 02, 20

Contract ID#: H67100-07C

CFPW12000013 Department: Public Works

Contract Details		SERVICE: Term: from freechion	to 3 years
New ⊠ Renewal □	1) Mandated Program:	*	Yes N
Amendment [2) Comptroller Approval Form	n Aitached:	Yes X N
Time Extension	3) CSEA Agmt. § 32 Complia	ince Attached:	Yes 🗓 N
Addi, Funds	4) Vendor Ownership & Mgm	nt. Disclosure Attached:	Yes 🛛 N
Blanket Resolution RES#	5) Insurance Required	Q.Q.	Yes N
	endor		aDopaisio
Name Municipal Testing Laboratory, Inc	Yendor ID#	Department Con	
Address	Contact Person	Donna Boyle	
375 Rabro Drive, Hauppauge, NY, 1	John Hicks	Address 1194 Prospect A	Avenue, Westbury,
	Phone (631)-761-8555	Phone 571-6817	
Routing Slip			
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Department	NIFS Entry (Dept) NIFS Appyl (Dept, Head)	12 236	2
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County Attorney

County Executive

Comptroller

NIFS Approval

NIFS Approval

Notarization Filed with Clerk of the Leg.

RULES RESOLUTION NO. 1/2 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 County Legislature
VOTING:
ayes abstained recused Legislators present:

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

Attack 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 [nowspaper] on [date]. The
sealed bids were publicly opened on[date][date]: The

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 <u>December 18</u>, 2008. Potential proposers were made aware of the availability of the RFP by <u>posting on website</u> [newspaper advertisement, , mailing, etc.]. Proposals were due on <u>January 30, 2009.</u> 2 proposals were received and evaluated. The evaluation committee consisted of two professional engineers – Raldal 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.

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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
cont	ract or RFP (copies of the relevant pages are attached). The original contract wa	as entered into

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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

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. 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 III, 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 Survey	ying 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.Bayle

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-Gounty 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, Of fice of Labor Relations Rakhal Maitra, Deputy Commissioner William S. Nimmo, Deputy Commissioner

Donna Boyle, Civil Engineer III

Jonathan Lesman, Management Analyst II

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. <u>Term.</u> 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 (j) performed prior to termination, (ji) authorized by this Agreement to be performed, and (jii) 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. <u>Independent Contractor.</u> 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 "<u>Contractor Agent</u>"), be (i) deemed a County employee, (ji) commit the County to any obligation, or (jii) 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 "<u>Person</u>" 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.
- 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, <u>Insurance</u>.

(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(les) shall have a minimum single

11. Termination.

(a) <u>Generally</u>. 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 malled 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 Deamed 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. <u>Section and Other Headings</u>. 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 Auchi Name: Sohn Zuchi Title: Vice President Date: 5/8/17
	NASSAU COUNTY By:
•	Name Richard R. Walker Chier Title: Deputy County Executive
	Date: 7/2.5/12

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 mlx. 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 soli 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 Bail Softening Point Test:

<u>\$</u>	375.00	/Test	tor	calendar	year	2012
\$	390,00	/Test	for	calendar	year	2013
				calendar		

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 celendar 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 2013 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. <u>Hardware Analysis:</u>

<u>\$ 575,00</u> /	Test for calendar year 2012
	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 tump 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 Gontractor 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 (ili) 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:

- 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
 Proof or affidavit of follow-up-of telephone calls with potential
 M/WBE subcontractors encouraging their particlepation.

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 bld/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:
(Add <i>r</i> e	Steven JAYOOK (Name) 375 PAGO DO'VE HOWOONGO ANVINDE
Nu	(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

	City, State and Zip Code: Houppauler, 11788
2.	Entity's Vendor Identification Number: 11-1984867
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held Corp COPORATON Other (speci
of.	List names and addresses of all principals; that is, all individuals serving on the Board ectors or comparable body, all partners and limited partners, all corporate officers, all particular Ventures, and all members and officers of limited liability companies (attach addition of the foresserve).
sne	cts ii necessary).
sne	ets if necessary): STEVEN ISYCOX
sne 	STEVEN JAYCOX
sne	

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subs be u	List all affiliated and related companies and their relationship to the firm entered on love (if none, enter "None"). Attach a separate disclosure form for each affiliated or idiary company that may take part in the performance of this contract. Such disclosure pdated to include affiliated or subsidiary companies not previously disclosed that particle performance of the contract.
	NONE
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emp its a limi matt real the t	List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid post-bid, etc.). The term "lobbyist" means any and every person or organization retained loyed or designated by any client to influence - or promote a matter before - Nassau Congencies, boards, commissions, department heads, legislators or committees, including beted to the Open Space and Parks Advisory Committee and Planning Commission. Such ters include, but are not limited to, requests for proposals, development or improvement property subject to County regulation, procurements, or to otherwise engage in lobbying term is defined herein. The term "lobbyist" does not include any officer, director, trusted loyee, counsel or agent of the County of Nassau, or State of New York, when discharging the official duties.
	(a) Name, title, business address and telephone number of lobbyist(s):
	(a) Name, title, business address and telephone number of lobbyist(s):

Page 3 of 4	
	Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete lobbying activities.
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140	y, New York State):
8. VERII	FICATION: This section must be signed by a principal of the consultant, Vendor authorized as a signatory of the firm for the purpose of executing Contract
	ned affirms and so swears that he/she has read and understood the foregoing d they are, to his/her knowledge, true and accurate.
Dated: 7	10/15 Signed
	Print Namo: JOHN JUCCH
	Title:

Page 4 of 4:

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.

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Capital Project
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1.

COUNTY OF NASSAU

 $_{Name\ of\ the\ Entity:} \underline{MUNICIPAL}\ TESTING\ LAB.,\ INC.$

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

	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 CorpPartnershipJoint VentureLtd. Liability CoClosely Held CorpCORPORATION Other (specify)
of Jo	List names and addresses of all principals; that is, all individuals serving on the Board of ctors or comparable body, all partners and limited partners, all corporate officers, all parties int Ventures, and all members and officers of limited liability companies (attach additional is if necessary):
STE	VEN 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

Page 3 of 4

(b)	Describe lobbying activity of each lobbyist.	See page 4 of 4 for a cor	nplete
	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 accusate.

Dated: 07/06/2015

Signed:

Stint/Name: JOHN ZUCCHI

Title: OPERATIONS VICE PRESIDENT

Page 4 of 4:

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-determinationmade 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 <u>Lobbyist Registration and Disclosure Form</u> (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 componsation 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 tobbyist 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, carns 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 lobhyist 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 oams 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 carned 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.

Doted:

DWARD 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.

N	О	N	F

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

NONE-

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

NONE

]	Page 2 of 4
	\cdot
	•
	4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and ident 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 lobbyis
	expects to lobby:
	NONE
	\cdot

- - - - - -

•

•

Page 3 of 4

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

Page 4 of 4:

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.



Nassau County Interim Finance Authority

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

1. Vendor:	Municipal Testing	Laboratory, In	C.			
2. Dollar amount requ	iring NIFA approva	1: \$ \$ 0.01				
Amount to be encur	nbered: \$ <u>\$0.01</u>			1h		
This is a	New Contract	Advisement	✓ Amer	dment		
If new contract - \$ amoun If advisement – NIFA only If amendment - \$ amount	y needs to review if it is	s increasing fund	ls above the	amount previou	sly approved	by NIFA
3. Contract Term:	6 month extension					
Has work or services o	n this contract comme	nced? ✓	Yes	No		
If yes, please explain:	this is an addition	nal 6 month ex	tension to	Original Agree	ment	
4. Funding Source:						
General Fund (GI Capital Improven Other		Grant l		Federal % State % County %		
Is the cash available for th If not, will it require a		ntract?		Yes	No No	
Has the County Legislatur	re approved the borrow	ring?		Yes	No	_ N/A
Has NIFA approved the be	orrowing for this contr	act?		Yes		_ N/A
5. Provide a brief desc	ription (4 to 5 sente	nces) of the it	em for wh	ich this appro	val is reque	sted:
Agreement for this RPT i	the term of this agreeme is Processing, however th dension of the current agr	e County must be	rform this wo	ork in the interim. Th	he department	is requesting
6. Has the item reques	sted herein followe	d all proper pi	ocedures	and thereby ap	pproved by	the:
Nassau County Attorn Nassau County Comm	ey as to form ittee and/or Legislatur	e Yes	N			
Date of approval(s)	and citation to the	resolution wh	ere appro	val for this iter	m was provi	ided;
7. Identify all contract.	s (with dollar amou 2-0000/3				thin the pric	or 12 months:

AUTHORIZATION

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

loseann	Dille	2/26/16
Signature	Title	Date
Print Name		
	COMPTROLLER	t's office
	ssau County Approved Budget	nformation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, please	e check the correct response:	
I certify that the fu	nds are available to be encum	bered pending NIFA approval of this contract.
	ding for this contract has been ap nd funds have been encumbered	pproved by NIFA. but the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approved b	y 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

Department: Public Works

E-99-16

CF (Capital)

Contract Details

NIFS ID # FPW 16000019

NIFS Entry Date: 2/26/16

Term: from Execution to 27 months

New X Renewal	1) Mandated Program:	Yes X	No 🗌
Amendment	2) Comptroller Approval Form Attached:	Yes X	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No 🗌
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes X	No 🗌

Agency Information

Vendor				
Name Gannett Fleming Engineers, P.C.	52-2151596			
Address	Contact Person			
100 Crossways Park West Suite 300	Fotios Papamichael, P.E			
Woodbury, NY 11797	Phone (516) 364-4140			

County Department Department Contact Kenneth G. Arnold, Assistant to Commissioner Address 1194 Prospect Ave. Westbury, NY 11590-2723 Phone 516-571-9607

Routing Slip

D	Department DPW (Capital Only)	NIFS Entry (Dept) NIFS Appvl (Dept. Head) CF Capital Fund Approval		444	70	
	OPW (Capital Only)	CF Capital Fund Approval		77.	0/ 0 0/ //	1
О	i		L. 5	3/4/6	Jul flel	
	OMB	NIFS Approval	[3/24/16	Phone Statte 6	Yes No Not required if Blanket Res
29/16 C	County Attorney	CA RE & Insurance Verification	4	8/31/16	ADP MA	
51/16 C	County Attorney	CA Approval as to form	Ø 4	1/4/16	100 8.10	Yes⊠ No □
L	egislative Affairs	Fw'd Original Contract to CA				
R	Rules 🔲/ Leg. 🔲					
С	County Attorney	NIFS Approval			•	
C	Comptroller	NIFS Approval			04.	3 (3)
8/16 C	County Executive	Notarization Filed with Clerk of the Leg.		4/18/16	all	4



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 Co	ntract from	Prior Procurement:	Not applicable.

Recommendation: Approve as submitted

Advisement Information

BUDGET C	ODES	FUNDING SO
Fund:	CSW	Revenue Contrac
Control:	35	County
Resp:	121	Federal
Object:	0003	State
Transaction:		Capital
		Other

RENEWAL

% Increase

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXX
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

2/10/2014

70 Decres	Document Prepared B		_	Date: 2/10/2010
**************************************	NIFS Certification	Comptroller Certification	County E	recutive Approval
	I certify that this document was accepted into NIFS.	certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name	
Name		Name	Date	8/16
Date		Date	E #:	tfice Use Only)

Doman W Hree Sonitary Engineer III



Nassau County Interim Finance Authority

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

. Vendor:	Gannett Fleming Engi	ineers, P.C.			
. Dollar amount requ	iring NIFA approval: \$	\$1,330,794		,	
Amount to be encu	mbered: \$ <u>1,330,794</u>		1/8 2	19	
This is a	New Contract Ad-	visement Aı	nendment	<i>[</i> '	
f advisement – NIFA onl	nt should be full amount of c ly needs to review if it is incr t should be full amount of ar	easing funds above	the amount pro	eviously appr	oved by NIFA
. Contract Term:	Twenty-seven (27) Mon	ths_			
Has work or services of	on this contract commenced	? Yes	✓	No	
If yes, please explain:					
Funding Source:					
✓ General Fund (G Capital Improver Other	EN) nent Fund (CAP)	✓ Grant Fund (G	RT) Federal % State % County %	100	All FEN Funda
the cash available for th	ne full amount of the contrac		Yes	No	7 ·
If not, will it require	a future borrowing?		Yes _	No	
s the County Legislatur	re approved the borrowing?		Yes	No	N/A
s NIFA approved the b	orrowing for this contract?		Yes	No	N/A
Provide a brief desc	ription (4 to 5 sentences	s) of the item for			
potential for future tidal "back-up:	ses for two (2) Storm Water Pump Stations ment to the function of the proposed STP ps through the storm water system while stinent is to provide construction related servinent.	perimeter floodwali/earthen be ill having the ability to collect :	rm, the Storm Water Pu and transport storm wat	ump Stations are request from the plant pro	uired to mitigate the
	sted herein followed all				l by the:
Nassau County Attorn	ey as to form ittee and/or Legislature	Yes	No	N/A	
Date of approval(s)	and citation to the reso	lution where app	oroval for this	s item was p	rovided:
Identify all contract	s (with dollar amounts)	with this or an a	ffiliated part	v within the	nrior to months
Exceeds #	SOK,	The second of the second of	- purt	,	PANT AM HIGHTIS
~					į

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.

Rosean	Dillen	3/30/16
Signature	Title	Date
Print Name		
	COMPTROLLER'S	S OFFICE
To the best of my knowl conformance with the N Multi-Year Financial Pl	lassau County Approved Budget a	ormation listed is true and accurate and is in nd not in conflict with the Nassau County
Regarding funding, plea	se check the correct response:	
I certify that the	funds are available to be encumbe	ered pending NIFA approval of this contract.
	onding for this contract has been appr	roved by NIFA. It 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.



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	X ID #: 52-	-2151596			
<i>Instructions:</i> Plant the following information.		~ ~	_	, ,	
I. □ The contr				_	
after advertises request fo in	r sea	aled	bids	was [newspape	published er] on
publicly opened or were received and o	opened.		[date]	late]. The s	ealed bids were of sealed bids
II. □ The con Proposals.	tractor wa	as selected	l pursua	ent to a	Request for
The Contract was	ential propose n Newsday, p ication on the Number] (see consisted to County Exc	rs were mad osting on inde County pro proposals of: three merecutive's Office of the county of the c	e aware of lustry webscurement were recombers of the lice. The	I the availabing the sites, via emwebsite. Properties and the Comptrol proposals was available.	ility of the RFP ail to interested posals were due evaluated. The ler's Office and were scored and

contra	act. contract was originally executed by Nassau County on
	[date]. This is a renewal or extension pursuant to the et, or an amendment within the scope of the contract or RFP (copies of the
contrac has no	[describe procurement method, i.e., RFP, proposals evaluated, etc.] Attach a copy of the most recent evaluation of the etor's performance for any contract to be renewed or extended. If the contractor treceived a satisfactory evaluation, the department must explain why the etor should nevertheless be permitted to continue to contract with the county.
least memo	Pursuant to Executive Order No. 1 of 1993, as amended, at three proposals were solicited and received. The attached trandum from the department head describes the proposals red, 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.
attach	Pursuant to Executive Order No. 1 of 1993 as amended, the led memorandum from the department head explains why epartment 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).

pı G m	2. Pursuant to General Municipal Law Section 104, the department is urchasing the services required through a New York State Office of teneral Services contract no
	Pursuant to General Municipal Law Section 119-0, the department is urchasing the services required through an inter-municipal agreement.
for whi memoran conductin	This is a human services contract with a not-for-profit agency ich a competitive process has not been initiated. Attached is a dum that explains the reasons for entering into this contract without any a competitive process, and details when the department intends to initiate a live process for the future award of these services. For any such contract,

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.

nevertheless be permitted to contract with the county.

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

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 youchers.

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.

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.

Signature

Department Head

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

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nassau Local 830

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

An estimate of the duration is: Twenty-seven (27) months 4.

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.

Assistant to Commissioner

KGA:WSN:JLD:rp

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

1Damon



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.



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

December 7, 2015

Page 2

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:

DISAPPROVED:

Richard R. Walker

Date

Richard R. Walker Date
Chief Deputy County Executive

Chief Deputy County Executive

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

	PART I: Approval by the Deput	County Executive for Operation	s must be obtained prior to <u>ANY</u> RFQ/RF) In-House or Requirements \		
	Project Title: S35121-18M B	ny Park STP Flood Protection	Phase 1 – Storm Water Pump Stations		
	Department: Public Works I	Project Manager: Damon Ursc	Date: September 4,	2015	
	Service Requested: Construct	ion Management			
	Water Pump Stations are requ still having the ability to colle	ired to mitigate the potential f ct and transport storm water fi tion at the north catchment ar	oposed Bay Park STP perimeter flood for future tidal "back-ups" through the om the plant property within the perimeter and a 38 MGD pump station at the	plant's storm water system while leter wall berm. This project wil	
	Requested by: Public Works	- Water/Wastewater Engineeri	ing Unit		
Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment): \$1,740,000.00 Circle appropriate phase					
	Total Project Cost: \$21,300,0 Includes, design, construction and CM		c: January 2016 Duration: Ty eing requested Phase bein	venty-Seven (27) months g requested	
	Funding Allocation (Capital P	YES NO NO roject):	Vand Mild SIGNATURE	DATE	
2	NIFS Entered: SiGNATURE	DATE	AIM Entered: KANGUU SIGNATURE		
	Funding Code: 5512	oncumbrances	Timesheet Code: 16-0		
	State Environmental Quality Review Act (SEQRA): Type II Action or, Environmental Assessment Form Required Supplemental Environmental Documentation				
	Department Head Approval:	YES NO	J. Z. Z. J. SJGNAJ	TURE	
	DCE/Ops Approval:	yes 🔲 no 🗀	SIGNAT	TURE	
	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	
			AAAdda da baaraa ahaa ahaa ahaa ahaa ahaa ahaa a		
•				,	
	DCE/Ops Approval: Version January 2014	YES NO	Signature		



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or (years prior to the date of this disclosure a campaign committees of any of the follo committees of any of any of	ers of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?
No	
Vendor authorized as a signatory of the The undersigned affirms and so swears a statements and they are, to his/her know	
The undersigned further certifies and af identified above were made freely and y benefit or in exchange for any benefit or	firms that the contribution(s) to the campaign committees vithout duress, threat or any promise of a governmental remuneration.
Dated: March 31, 2016	Signed: 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 a 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 Op Space and Parks Advisory Committee and Planning Commission. Such matters include, but a 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		

·
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
The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
N/A
IN/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				
	<u>, , , , , , , , , , , , , , , , , , , </u>	 		
		 	 	
		 , # 41-11-11-11-11-11-11-11-11-11-11-11-11-1		

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:

ames R. Laurita, PE

Print Name:

Chairman/Director

Title:

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

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

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 direct	tors of GFEPC.
	Date of birth/	
	Home address	
	City/state/zip	
	Business address	
	City/state/zip	
	Telephone	***************************************
	Other present address(es)	
	City/state/zip	
	Telephone	11 1 11 11 11 11 11 11 11 11 11 11 11 1
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check	all applicable)
	President / / Treasurer / /	Please see
	Chairman of Board// Shareholder//	Attachment 2 for a list of officers/
	Chief Exec. Officer/ Secretary//	directors and they
	Chief Financial Officer/ Partner//	dates they began
	Vice President///////	their positions with GFEPC.
	(Other)	
3.	Do you have an equity interest in the business submitting the question YES X NO If Yes, provide details. James R. Laurita owns owns 50%.	naire? 50% and John W. Kovacs
4.	Are there any outstanding loans, guarantees or any other form of secundary type of contribution made in whole or in part between you and the submitting the questionnaire? YESNO X If Yes, provide details.	e business
5.	Within the past 3 years, have you been a principal owner or officer of a for-profit organization other than the one submitting the questionnaire of the provide details.	? YES <u>X</u> NO;

6.	Section	by governmental entity awarded any contracts to a business or organization listed in 15 in the past 3 years while you were a principal owner or officer? YES X NO 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 entitles listed also have too many agreements to list.			
ope Pro	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 \underline{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 \underline{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 questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)		opticy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of option as a result of bankruptcy proceedings initiated more than 7 years ago and/or is choosiness now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and			
	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 \underline{X} If Yes, provide details for each such charge.			
	c)	Is there any administrative charge pending against you? YES NO \underline{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 \underline{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 \underline{X} If Yes, provide details for each such occurrence.
y ii s fi r	rears, nvesti subjec or, or espor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO \underline{X} If Yes, provide details for each such gation.
li e ii F	isted i anti-tru ncludi orincip	ition to the information provided, in the past 5 years has any business or organization n response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a sal owner or officer? YES NO \underline{X} If Yes; provide details for each such gation.
r	espor procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO \underline{X} If Yes; e details for each such instance.
t	spilage	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO \underline{X} If Yes, provide details for each such

Attachment 1 Principal Questionnaire Form Question 1

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Name		Birth Date	Addre	ess -		Cit	y	S	tate	Zip Code	
Doreen M. Bartoldus											
Fotios Papamichael] '										
Frederick H. Inyard											
Glen L. Hair											
James R. Laurita											
John W. Kovacs											
Paul G. Schweiger						4					
Stephen Hadjiyane					- house of a second	J					

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, Fotlos	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

A CONTROL OF THE STATE OF THE S	The State of the Control of the State of the
Company	Tible
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 3	day of	March	<u>مار</u> 20
Scalary Public	J KN	LUKESHWARIE SING OTARY PUBLIC OF NEW JI Commission Expires Octobes	GH ERSEY r 21, 2018

Name of submitting business: Gannett Fleming Engineers, PC

By: James R. Laurita, PE

Print name
Signature

Director/Chairman

Title

03 ,31 ,2016

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).

Dat	e; <u>March 31, 2016</u>
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 N/A	t all other business addresses used within last five years:
3)	Mailing Address (if different): N/A
Ph	one : <u>(516) 364-4140</u>
Do	es 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)	

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
10)	R. Laurita and John W. Kovacs. 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).
1 1)	Has the proposer, during the past seven years, been declared bankrupt? YesNo _X
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.
business respect to	at (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No \underline{X} ; If Yes, provide details for instance
pay any a limited to such vear	ast (5) tax years, has this business failed to file any required tax returns or failed to pplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No X If Yes, provide details for each . Provide a detailed response to all questions checked 'YES'. If you need more otocopy the appropriate page and attach it to the questionnaire
Provide a det	ailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict o a) con	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts 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.

- 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. <u>Please see attached proposal.</u>
- 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	

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.

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.

2016

Sworn to before me this 31 day of March

NOTARY PUBLIC OF NEW JERSEY

Iotary Public 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 CorpPartnershipJoint Venture			
	Ltd. Liability CoClosely Held Corp Professional Corporation Other (specify)			
of Joi	List names and addresses of all principals; that is, all individuals serving on the Board of tors or comparable body, all partners and limited partners, all corporate officers, all parties and Ventures, and all members and officers of limited liability companies (attach additionals if necessary):			
Please	e see attached list of Officers and Directors. (Please refer to the address listed in No. 1.)			
	List names and addresses of all shareholders, members, or partners of the firm. If the holder is not an individual, list the individual shareholdres/partners/members. If a Publicly Corporation include a copy of the 10K in lieu of completing this section.			
James	s 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			

Page 2 of 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. 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.)
potential in the past.)

Page 3 of 4	
(b) Describe lobbying activities.	ity of each lobbyist. See page 4 of 4 for a complete
None	
NOTIFICATION OF THE PROPERTY O	
	the person/organization is registered as a lobbyist (e.g.,
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 sign	gnatory of the firm for the purpose of executing Contracts.
contractor or Vendor authorized as a sig	gnatory of the firm for the purpose of executing Contracts. that he/she has read and understood the foregoing
contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor authorized as a significant contractor or Vendor contracto	gnatory of the firm for the purpose of executing Contracts. that he/she has read and understood the foregoing

Page 4 of 4:

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 RPapamichael, Fotios

* Papamichael, Fotios

Kovacs, John W

Kovacs, John W
 Bartoldus, Doreen M

Hadjiyane, Stephen

Hadjiyane, Stephen

Hair, Glen L

Inyard, Frederick H

Schweiger, Paul G

Chairman President Treasurer

Senior Vice President

Secretary

Vice President Vice President

Assistant Secretary

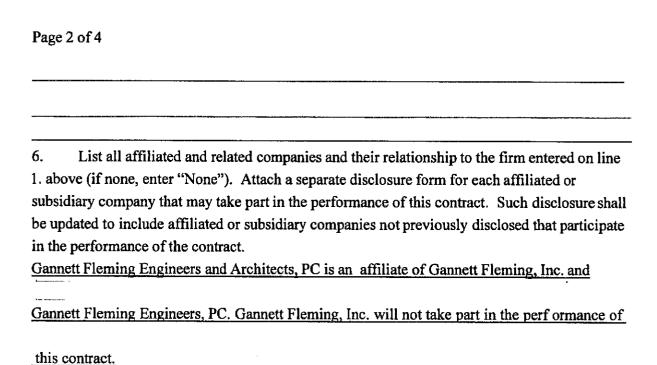
Vice President Vice President Vice President

^{* =} Director

COUNTY OF NASSAU

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

I.	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 CorpPartnershipJoint Venture
4. Direct of Joir	Ltd. Liability Co Closely Held Corp X Other (specify) Professional Corporation List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):
Please	see attached list of Officers and Directors. (Please refer to the attached form)
	List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholdres/partners/members. If a Publicly orporation 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 V	V. Kovacs, Foster Plaza III, Suite 200, 601 Holiday Drive, Pittsburgh, PA 15220
Harry	T Oshorne Southfield Center Suite 205 One Cragwood Road, South Plainfield, NI 07080



- 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.			
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. B. 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	Page 3 of 4		
(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. B. 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			y of each lobbyist. See page 4 of 4 for a complete
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	_		
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			
B. 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			ne person/organization is registered as a lobbyist (e.g.,
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	Please see ansy	ver to 7A.	
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			
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			
	8. VERIF	ICATION: This section no orized as a signatory of the	nust be signed by a principal of the consultant, contractor ne firm for the purpose of executing Contracts.
Dated: February 11, 2016 Signed: Auto 1. Auto	Dated: <u>Februar</u>	y 11, 2016	
Print Name: James R. Laurita, PE Title: President		·	

Page 4 of 4:

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		
Name	100 Crossways Park West	Telephone
Doroon M. Portoldus		(540) 0004 4440
Doreen M. Bartoldus	Woodbury, NY 11797 207 Senate Ave.	(516) 6364-4140
Charles H. Pasuduu		(747) 700 0450
Charles H. Beauduy	Camp Hill, PA 17011	(717) 762-8150
	333 Elm Street	
Thomas Daley	Dedham, MA 02026	(781) 326-4605
Thomas Bally	7133 Rutherford Rd	(107) 020 1000
Stephen Gerlach	Baltimore, MD 21244	(440) 040 0047
Otephen Genach	207 Senate Ave.	(443) 348-2017
Clon I. Hoir		(747) 700 0450
Glen L. Hair	Camp Hill, PA 17011	(717) 762-8150
Stanban Hadiiyana	100 Crossways Park West	(740) 000 (1140
Stephen Hadjiyane	Woodbury, NJ 11797	(516) 6364-4140
Storen I Hautaf	7133 Rutherford Rd	(448) - 48 - 48 - 4
Steven I. Hawtof	Baltimore, MD 21244	(443) 348-2017
Authoria C. Haffinana II.	207 Senate Ave.	(-4-)
Arthur G. Hoffman, Jr.	Camp Hill, PA 17011	(717) 762-8150
Dadmar C Haldada	207 Senate Ave.	
Rodney E. Holderbaum	Camp Hill, PA 17011	(717) 762-8150
Englanded: 17 January	100 Crossways Park West	
Frederick H. Inyard	Woodbury, NY 11797	(516) 6364-4140
L.L. B. K	3838 North Central Ave.	
John R. Kenny	Phoenix, AZ 85012	(602) 553-8817
1 1 10/16	730 Holiday Drive	
John W. Kovacs	Pittsburgh, PA 15220	(412) 922-5575
	Two Penn Plaza,	
	380 Seventh Ave.	
James R. Laurita	New York, NY 10121	(212) 268-6684
	5 Eves Drive	
George S. Link	Marlton, NJ 08053	(856) 396-2226
	1010 Adams Ave	
Michael T. McNamara	Audubon, PA 19403	(610) 650-8101
	207 Senate Ave.	
Donald G. Morosky	Camp Hill, PA 17011	(717) 762-8150
	2610 Wycliff Road	
Bryan P. Mulqueen	Raleigh, NC 27607	(919) 420-7611
	2189 Silas Deane Highway	
Charles R. Norrish, III	Rocky Hill, CT 06067	(860) 529-8700
	1 Cragwood Rd	
Harry T. Osborne	South Plainfield, NJ 07080	(908) 755-0040
	100 Crossways Park West	
Fotios Papmichael	Woodbury, NY 11797	(516) 6364-4140
· ··	Two Penn Plaza,	
	380 Seventh Ave.	
John D. Purdy	New York, NY 10121	(212) 268-6684
		
	207 Senate Ave.	l .

	4151 Executive Parkway	
Joseph Rikk, Jr.	Westerville, OH 43081	(614) 794-9424
	7133 Rutherford Rd.,	
Warren A. Barrett	Baltimore, MD 21244	(443) 348-2017
	Two Penn Plaza,	
	380 Seventh Ave.	
Giuseppe Tulumello	New York, NY 10121	(212) 268-6684
	300 North Cleveland-	
	Massillon Rd	
Mitchell W. Weber	Akron, OH 44333	(330) 668-8800

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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")...

WITNESSETH:

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 <u>not</u> 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) <u>Vouchers; Voucher Review, Approval and Audit</u>. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "<u>Voucher</u>") 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) <u>Timing of Claims for Payment</u>. 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) <u>No Duplication of Payments</u>. 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) <u>Pre-existing Rights.</u> 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) <u>Infringements of Patents, Trademarks, and Copyrights</u>. 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) <u>Antitrust</u>. 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. <u>Independent Contractor</u>. 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. <u>No Arrears or Default</u>. 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) <u>Protection of Client Information</u>. 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. <u>Minimum Service Standards</u>. 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. <u>Indemnification</u>; 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 "<u>Indemnified Parties</u>") 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; <u>provided</u>, <u>however</u>, 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) <u>Acceptability</u>; <u>Deductibles</u>; <u>Subcontractors</u>. 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) <u>Delivery; Coverage Change; No Inconsistent Action</u>. 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. <u>Assignment; Amendment; Waiver; Subcontracting</u>. 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 "<u>County Executive</u>"), 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) <u>Generally</u>. 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 "<u>Cause</u>" 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) <u>Firm Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Notice</u>. 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) <u>Time Limitation</u>. 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. <u>Work Performance Liability</u>. 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. <u>All Legal Provisions Deemed Included; Severability; Supremacy and Construction.</u>
- (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. <u>Section and Other Headings</u>. 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. <u>Entire Agreement</u>. 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. <u>Administrative Service Charge</u>. 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. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (<u>i</u>) all County approvals have been obtained, including, if required, approval by the County Legislature, and (<u>ii</u>) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. 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.

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

GANNETT FLEMING ENGINEERS, P.C.

Name: Fotos PAPAMICHAEL
Title: PRESIDENT

NASSAU COUNTY

Date:

By:

Name:

Title: County Executive

Deputy County Executive

Date:

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the 33 day of De Cember in the year 2015 before me personally came To his lagaratichae 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 length of Cannett 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.
IIM -
NOTARY PUBLIC MIRA M TAGLIENTO Notary Public - State of New York NO. 011A6138664 Qualified in Nessal Pounty My Commission Expires 12-127/17
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

<u>Commencement and Duration</u> - 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.

<u>Site Conditions</u> - 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 nonconforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

<u>Scheduling</u> - 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.

<u>Cash Flow Forecast</u> - 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. Proactively 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.

<u>CC Payments</u>: - 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.

<u>Meetings</u> – 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.

<u>Safety</u> - 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.

<u>Partial Occupancy and Beneficial Use</u> - 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.

<u>Field Office</u> - 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.

<u>CC Claims and Disputed Work</u> - 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.

<u>Limitation of Services</u> - 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 of Extra Services, if any, performed by the Firm (inclusive of subconsultants, 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

- 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.
- 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 Transv 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 littles, flourly rates and multipliers here)

Firm	Employee Name	Title	·Н	Rat	e/hr	Multiplier T	otal	Rate	Hours	Propos	ed Cost
Gannett Fleming	Doreen Bartoldus, PE, CCM		1	\$	105.00	1.67	1:	175.00	90	e di de la comp	15,750.0
Gannett Fleming	Lazarus Francino, PE	Resident Engineer	1	\$	66.00	2.25	1:	148.50	4080	5	605,880.0
Gannett Fleming	Eric Wyluda	Office Engineer	1	\$	31.00	1.94	1:	60.14	800	\$	48,112.0
Gannett Fleming	Stanley Michalowski	Project Controls/Scheduler	1	\$	69.01	2,25	-	155.27	124	\$	19.253.7
Gannett Fleming	Brian Walker	Special Inspector (Concrete)	Γ	\$	51.00	2.25	1	114.75	220	\$	25,245.0
Gannett Fleming	Eric Wyluda	Civil Inspector		\$	31.00	2.25	1	69.75	1488	\$	103,788.0
Tecnho	Talait Warsi	Mechanical Inspector	1	\$	52.50	2,17	1:	113.93	1763	s	200,849.7
SSS (WBE)	Leslie Birnbaum	Health and Safety	1	\$	80.00	1.81	1:	144.80	16	s	2,316.B
SSS (WBE)	UBIRAIARA B. FRANCO	Health and Safety	1	\$	40.50	1.81	1:	73.31	34	\$	2,492.3



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		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.

S 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 antidiscrimination 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.
- (I) 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 subbidders 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 (I) 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 Wage Law or (2) as applicable, obtain a waiver of the requirements of the 9 of the Law. In the event that the contractor does not comply with the robtain a waiver of the requirements of the Law, and such contractor est of the Department that at the time of execution of this agreement, it had it would receive such waiver based on the Law and Rules pertaining to agree to terminate the contract without imposing costs or seeking dama.	ne Law pursuant to section requirements of the Law or ablishes to the satisfaction a reasonable certainty that the waivers, the County will
3.	In the past five years, Contractor has X has not been found be agency to have violated federal, state, or local laws regulating payment relations, or occupational safety and health. If a violation has been asses describe below:	of wages or benefits, labor
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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:
I hereby	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. y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is breet and complete. Any statement or representation made herein shall be accurate and true as of e stated below.
August Dated	28, 2015 Augusture of Chief Executive Officer
	James R. Laurita, PE Name of Chief Executive Officer
Sworn	to before me this
28	_day of August, 20_15
	Public Singh

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	, am the authorized representative of	Gannett Fleming Engineers, P.C.
LANGUE OF LYCENSTRUCKS		Name of Contractor Section Deposition
I hereby certify that Gannett F	leming Engineers, P.C. will abide by the eq	ual employment
Name of Cu	utactor/Service Provider	
opportunity (EEO) policy st	atement 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.

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)

Ι,	Leslie Birnbaum	, am the authorize	ed representative of	Site Safety Solutions LLC.
	Name of Representative		•	Name of Contractor/Service Provider
I he	reby certify that	Site Safety Solutions Name of Contractor/Service Printeder	will abide by the eq	ual employment
opp	ortunity (EEO) po	olicy statement provisior	is 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.

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, P	E, am the authoriz	ed representative of	Techno Consult, Inc.
Niuse of Represiduals in a		7	Number of Constitution Service Provides
I hereby certify that	Techno Consult, Inc.	will abide by the eq	ual employment
	Name of Contractor Sanite Provider		. * *
opportunity (EEO) p	olicy statement provision	as outlined below.	

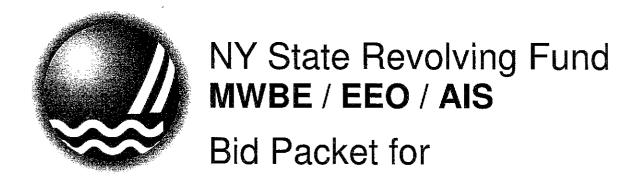
- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members 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.

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO



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 Text Left Blank

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.

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The SRF Bid Packet SRF Construction Contracts

Revision Date: 10/1/2014

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 nondiscrimination 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 willfully 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:

- 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 <u>Part 1 – Required Contract Language</u>, 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)**

Α. 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.

В. 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 - 1	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	18.8%	20.5%
(Bronx, Brooklyn, Manhattan, Queens,		
Staten Island, Nassau, Suffolk)		

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

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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 <u>commercially useful</u> business function according to custom and practice in the industry.

"Commercially useful functions" normally include:

- 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
- 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 <u>Part</u> 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.
- 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.
- 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,
 - 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.

The SRF Bid Packet SRF Construction Contracts

SECTION 4 AIS REQUIREMENTS

**(Applies only to Equipment and Materials Supplier contracts) **

American Iron and Steel (AIS) requirements apply to any federally funded <u>construction</u> 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 <u>Part 1: Required Contract Language</u> 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 beit 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
- 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.

AlS 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 AlS waiver. If the Service Provider is considering requesting an AlS 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
- 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. <u>Posting</u> 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. <u>Evaluation</u> 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. <u>Determination</u> 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.

Revision Date: 10/1/2014

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;
- 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.

Revision Date: 10/1/2014

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 th	e Time of Bid:	Guidance Reference
	EEO Policy Statement	Section 1.B
	EEO Workforce Staffing Plan	Section 1.C
<u>After</u>	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 <u>ANY</u> of the following questions. The DBE program is required of all contracts.

<u>No</u>		
	The Service Provider contract greater than \$25,000.	
	The initial Service Provider contract was \$25,000 or less, be change order increased the total contracted value over \$25,000.	
	A contract amendment was approved that is greater than \$25	5,000.
	A partial or full waiver was not approved by the EFC.	
plete racts	d and submitted to the Recipient. The DBE forms are that are bid. Refer to the applicable sections in the Guid	required of all
e Tim	e of Bid:	uidance Reference
EPA	Form 6100-3: "DBE Subcontractor Performance Form"	Section 2.D
EPA	Form 6100-4: "DBE Subcontractor Utilization Form"	Section 2.D
to Co	ontract Award	
EPA	Form 6100-2: "DBE Subcontractor Participation Form"	Section 2.D
Cont	ract Award	
		Section 2.D.1
Good	d Faith Effort Documentation (if submitting a waiver)	Section 2.D.2
All e	xecuted subcontracts, agreements and purchase orders	Section 2.D.3
Proo	f of payment to MWBE firms	Section 2.D.4
Mont	hly MWBE Reports	Section 2.D.4
	u ansplete racts matic e Tim EPA to Cont MWE revis Good All express	 □ The Service Provider contract greater than \$25,000. □ The initial Service Provider contract was \$25,000 or less, be change order increased the total contracted value over \$25,00 □ A contract amendment was approved that is greater than \$25 □ A partial or full waiver was not approved by the EFC. u answered YES to any of the above, then the following MWBI pleted and submitted to the Recipient. The DBE forms are racts that are bid. Refer to the applicable sections in the Guid mation.

Revision Date: 10/1/2014

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS CHECKLIST

Service Providers must comply with the AIS program if "yes" is answered for <u>ALL</u> of the following questions.

of th	e foli	owing questions.	
<u>Yes</u>	<u>No</u>		
		As part of your scope of services you are supplying construction materials or equipment to be installed as part	
		This project involves the construction, alteration, maintenant public water system (DWSRF) or treatment works (CWS treatment works include but are not limited to collection stations, and wastewater treatment plants (see Definitions)	SRF). Examples of on systems, pump
		A financing assistance agreement with the NYS Environment Corporation (EFC) was executed after January 17 for a either the Clean Water State Revolving Fund (CWSRF) or State Revolving Fund (DWSRF).	assistance through
		The project did not have the project plans and specifical review by a NYS agency on or before January 17, 2014 NYS agency before April 15, 2014.	
com	pleted	eswered YES to all of the above, then the following and submitted to the Recipient. Refer to the applicate for further information.	g forms must be ble sections in the
<u>After</u>	Cont	ract Award	Guidance Reference
	AIS (produ	Compliance Certifications for all applicable iron and steel ucts	Section 4.B

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Revision Date: 10/1/2014

PART 3: **REQUIRED FORMS**

FOR NON-CONSTRUCTION CONTRACTS

Revision Date: 10/1/2014

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)

<u>[</u>	am the authorized representative of
Name of Representative	Name of Contractor/Service Provider
I hereby certify that	will abide by the equal employment
Name of Contra	ptor/Service Provider
opportunity (EEO) policy sta	tement 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.



Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO



Subcontractor Name

Bid/Proposal No.

OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Point of Contact

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² 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.

Assistance Agreement ID No. (if known)

Project Name

Address			
Telephone No.	 -	Email Address	
Prime Contrac	tor Name	Issuing/Funding Entity:	
Contract Item Number		from the Prime Contractor Involving ces , 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.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

use the space below to report any concerns r	regarding the above EPA-funded project:
	·
and the state of t	
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.



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 DBE¹ subcontractor's² 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 Agreeme	ent ID No. (if known)	Point of Contact	
Address				
Telephone No.	**************************************	Email Address		, , , , , , , , , , , , , , , , , , ,
Prime Contractor Name		Issuing/Fundi	ng Entity:	
			-th/shiph-a	
Contract Item Number	Description of Work Involving Construction	s Submitted to the Pr on, Services , Equipm		Price of Work Submitted to the Prime Contractor
·				
DBE Certified By: O DOT	<u>O</u> SBA	Meets/ exceeds EPA	certification standa	rds?
Other:		O YES O NO O	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.



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

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)

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

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 knowlngly 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.
- 8. 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	I: MUNICIPAL	SECTION 1: MUNICIPAL INFORMATION		
Recipient/Municipality:		C	County:		
SRF Project No.:	GIGP No.:	Contract ID:	Reg	Registration No. (NYC only):	
Minority Business Officer:		Email:		Phone #:	
Address of MBO:					
Signature of MBO: (Required even if Authorized Rep. is filled out)	d Rep. is filled out) xein is true, accurate and	somplete to the	d out) accurate and complete to the best of my knowledge and belief.	belief.	Date:
Complete if applicable: MBO may authorize representative to complete & submit quarterly payment reports.	representative to compl	ete & submit qu	arterly payment reports.		
Authorized Representative:		Title:			
Authorized Rep. Company:		Email:		Phone #:	
Electronic Signature of Authorized Rep.:	rein is true, accurate and	complete to the	accurate and complete to the best of my knowledge and belief.	belief.	Date:
SECTIO	ON 2: PRIME CONTR	LACTOR / SER	SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION	RMATION	
If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at www.efc.ny.gov/mwbe	E Joint Venture or Tea	ming Arrangen	ent please submit the ad	litional form found at ww	w.efc.ny.gov/mwbe
Firm Name: Gannett Fleming Engineers, PC			Contrac	Contract Type: Construction	
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.	WBE ⊠ N/A ☐ Other Plan below (Section 3). If d	r: dual certified, yo	u must select either MBE	or WBE.	
Address: Suite 300, 100 Crossways Park West, Woodbury, NY 11797-2012	st, Woodbury, NY	Phone #:	Phone #: (516) 364-4 140	Fed. Employer ID #: 52-2151596	2151596
Description of Work: Construction Management Services for Stormwater Pumping Stations at the Bay Park Sewage Treatment Plant	nent Services for Storms	water Pumping S	tations at the Bay Park Sev	age Treatment Plant	
Award Date: 12/2015 Start Date: 01/2016	Old Completion Date: 02/2018	ate: 02/2018	MWBE GOAL Total		PROPOSED MWBE Participation
Total Contract Amount: \$ 1,023,687.74			M/WBE: 20% \$ 204,737.54	7.54 MBE: 19.62%	\$ 200,849.78
MWBE Eligible Contract Amount: \$ 205,038.95 (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)	58.95 ill change orders, amendment	s, & waivers)		WBE: 0.47%	\$ 4,809.17
			Total: 20% \$ 204,737.54	4 Total: 20.09%	\$ 205,658.95
If waivers are requested, documentation must be attached:	t be attached: Full	Full Waiver (No Participation)		Partial Waiver (Short of the MWBE Goal)	3E Goal)
Specialty Equipment/Services Waiver (must be of	must be of SIGNIFICAN	NT cost - list of e	quipment and cost & good	SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached)	must be attached)
Electronic Signature of Contractor: X I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWRF subcontractors will neefform a commercially useful function.	rtify that the information s	submitted herein is	true, accurate and complete	the best of my knowledge	Date: 01/07/16
Name (Please Type): Doreen M. Bartoldus, PE, CCM, LEED GA, ENV SP, Vice President	CCM, LEED GA, ENV	SP, Vice Preside	nt		

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form (Revised 09/2014)

SEC	SECTION 3: UTILIZATION PLAN			
This Submittal is: X The First/Original Utilization Plan	Revised Utilization Plan #:			
NYS Certified M/WBE Contractor & Subcontractor Info	Subcontractor Info	Contract Amount:	t:	For EFC
(MBO to check certifications)	ons)	MBE (S)	WBE (S)	Use:
Name: Techno Consult, Inc.	Fed. Employer ID#:			
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	\$200,849.78	N/A	
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			
Address: 6 Dara Ct., Monroe, NY 10950	Phone #: (845) 325-8209			
Scope of Work: Health and Safety, Health and Safety	Email:	N/A	\$4,809.17	
	ibirnbaum(@sitesarctysolutionslic.com			
Select Only One: MBE X WBE Other:	Start Date: 01/2010			
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:			

www.efc.ny.gov/mwbe

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form (Revised 09/2014)

Full Contract Amount: \$	Completion Date:			
NYS Certified M/WBE Contractor & Subcontractor Info	Subcontractor Info	Contract Amount:	nt:	For EFC
(MBO to check certifications)	ons)	MBE (S)	WBE (S)	Use:
Name:	Fed. Employer ID#:	,		
Address:	Phone #:	·	·	
Scope of Work:	Email:			
Select Only One: MBE WBE Other:	Start Date:	T		
Full Contract Amount: \$	Completion Date:			
Name:	Fed. Employer ID#:			-
Address:	Phone #:			
Scope of Work:	Email:	1		
Select Only One: MBE WBE Other:	Start Date:	1		
Full Contract Amount: \$	Completion Date:			
Name:	Fed. Employer D#:			
Address:	Phone #:	1		
Scope of Work:	Email:	1		
Select Only One: MBE WBE Other:	Start Date:	1		
Full Contract Amount: \$	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:	1		
Select Only One: NBE WBE Other:	Start Date:	 -		
Full Contract Amount: \$	Completion Date:			
Name:	Fed. Employer ID#:			
Address:	Phone #:	1		
Scope of Work:	Email:			
Select Only One: MBE WBE Other:	Start Date:			
Full Contract Amount: &	Completion Date:	T		

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	ssan		SR	SRF Project No.: N/A	No.: N	Ą		Contract ID	D:	
Service Provider Name: Gannett Fleming Engineers, PC	e: Gam	nett Flen	ning Eng	gineers, PC			Da	Date: January 7, 2016	ry 7, 20	16		S35121-18M	18M	
Report Includes – Please select one from the options below:	se select	one from	ı the optic	ons below:		Report	Reporting Entity – Please select one from the options below:	Please sel	ect one f	rom the opt	ions below:			
Workforce utilized on this contract	ed on th	is contract	4			⊠ Pri	Prime Service Provider	ovider						
☐ Contractor/subcontractor's total workforce	ontractor	r's total w	orkforce			Sub	Subcontractor							
	His	Hisnanic/						Not Hispanic or Latino	nic or Lati	no				
	l Li	Latino			Male	6					Female	ale		
Job Categories	Male	Female	White	Black/ African	Native Hawaijan/ Other	Asian	Native American/	Two or More	White	Black/ African	Native Hawaiian/ Other	Asian	Native American/ Alaska	Two or More
			***	American	Pacific Islander		Native	Races		American	Pacific Islander		Native	Races
Senior Level Officials/Managers	9	2	136	0	0	9	0	0	3	1	0	0	0	0
Mid-Level Officals/Managers	£0	0	188	9	1	10	0	-	10	0	0	0	0	0
Professionals	31	18	693	13	0	52	0	80	213	01	0	15	0	3
Technicians	91	3	221	25	0	15	1	63	53	Э	0	4	0	-
Sales Workers	o <u>.</u>	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	9	79	1	0	0	0	0	119	7	0	5	0	9
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	O	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	95	29	1258	45	1	83	-	12	398	21	0	24	0	01
Journeypersons														
Apprentices														
Trainces														
Electronic Signature of Service Provider: Note that the information submitted herein is true, accurate and complete to the best of my knowledge. Name (Please Type): Doreen M. Bartoldus, PE, CCM, LEED GA, ENV SP, Vice President	of Serv reen M	vice Prov. Bartold	rider: ⊠ us, PE, C	I certify tha CM, LEEL	t the informati GA, ENV S	on submi	itted herein is President	тие, асси	rate and o	complete to t	he best of my	knowledge	e. Date: 01/07/16	1/07/16

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)

Manioinelifer N/A				County. Na	Nassan		SR	SRF Project No : N/A	No.N	4		Contract ID:	D	
Service Provider Name: Site Safety Solutions, LLC	e: Site	Safety S	olutions				Da	Date: January 7, 2016	ry 7, 20	16		S35121-18M	-18M	
Report Includes – Please select one from the options below:	se select	one fron	ı the opti	ous below:		Repor	Reporting Entity – Please select one from the options below:	Please sel	lect one fi	rom the opt	ions below:			
Workforce utilized on this contract	red on th	is contrac					Prime Service Provider	ovider						
☐ Contractor/subcontractor's total workforce	onfractor	s total w	orkforce			Sut	Subcontractor							
	His	Hismanic/						Not Hispa	Not Hispanic or Latino	01				
	13	Latino			Male						Fernale	alc		
Job Categories	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific	Asian	Native American/ Alaska Native	Two or More Races	White	Błack/ African American	Native Hawaiian/ Other Pacific	Asian	Native American/ Alaska Native	Two or More Races
Senior Level	0	0	0	0	0	0	0	0	I	0	0	0	0	0
Officials/Managers								ļ	,			,	,	
Mid-Level Officals/Managers	0	0	٥	0	0	0	0	0	0	ə	n	0	0	>
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	٥
Technicians	-	0	0	1	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	Q.	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	o	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	٥
TOTAL	_	0	0	1	0	0	0	0		0	0	0	0	•
Joumeypersons														
Apprentices	·													
Trainces		_												
Electronic Signature of Service Provider: 🛚 I certify	of Serv	ice Prov	ider: 🛚		t the informati	on submi	tted herein is	true, accu	rate and c	omplete to t	that the information submitted herein is true, accurate and complete to the best of my knowledge.	knowledg	e. Date: 01/07/16	/07/16
Name (Please Type): Leslie Bimbaum	slie Bm	nbaum												

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form (Revised 09/2014)

Municipality: N/A				County: Nassau	ssau		SR	SRF Project No.: N/A	No.: N	A		Contract ID:	ä	
Service Provider Name: Techno Consult, Inc.	ie: Tech	mo Con	sult, Inc.			•	Da	Date: January 7, 2016	ry 7, 20	16		S35121-18M	18M	
Report Includes Please select one from the options below:	ise select	one fron	1 the optiv	ons below:		Report	Reporting Entity – Please select one from the options below:	Please sei	lect one f	rom the opti	ons below:			
Workforce utilized on this contract	zed on th	is contrac					☐ Prime Service Provider	ovider						
Contractor/subcontractor's total workforce	ontractor	s total w	orkforce			Sub	Subcontractor							l. • • • • •
	His	Hispanic/						Not Hispanic or Latino	nic or Lati	no				
	1	Latino			Male	ر ا					Female	ale		
Job Categories				77.0	Native		Native	Turone		Black	Native Hansiion/	4	Native	Two or
)	Male	Female	White	African American	Other Other Pacific Islander	Asian	American/ Alaska Native	More Races	White	African American	Other Pacific Islander	Asian	American/ Alaska Native	More Races
Senior Level Officials/Managers	0	0		0	0	0	0	0	0	0	0	0	0	0
Mid-Level	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	G	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	o	0	0	0	0	0	0	0	0	0	0	0	0	O
TOTAL	0	0	,I	0	0	2	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees		-										ļ		
Electronic Signature of Service Provider: X I certify the Name (President)	of Serv	rice Prov	ider: 🛚	ertify th	at the information submitted herein is true, accurate and complete to the best of my knowledge.	ion submit	tted herein is	true, accui	rate and c	complete to the	ie best of my]	knowledge	e. Date: 01/07/16	/07/16
traine (Ficase 19pc): xx	THE THE	T Carry T	1						:					

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 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 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 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. 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
- 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

Service Workers - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

Contract Details

County Attorney

Legislative Affairs

County Attorney

County Executive

Comptroller

CA Approval as to form

Fw'd Original Contract to

Filed with Clerk of the Leg.

NIFS Approval

NIFS Approval

Notarization

Medical Examiner Service FORENSIC ODONTOLOGY

NIFS ID CLME <u>160</u>	000002NI	FS Entry Date: <u>3//4/2016</u>	Term: from <u>1/1/16</u> to <u>12</u>	<u>/31/16</u>
New 🗌 Renewa		1) Mandated Program:		Yes No
Amendment		2) Comptroller Approval Form	Attached:	Yes No 🗌
Time Extension		3) CSEA Agreement § 32 Comp	pliance Attached:	Yes No 🗵
Addl. Funds		4) Vendor Ownership & Mgmt.	Disclosure Attached:	Yes No 🗵
Blanket Resolution RES#	n 🔲	5) Insurance Required		Yes No 🗵
Agency Info	ormation Vend	or	County	Department
Name Henry Dondero DDS	No. 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Vendor ID#	Department Conta Dr. Tamara Bloor Chief Medical Exa	ect n
Address		Contact Person	Address	
		Henry Dondero	2251 Hempstead T	'pke
			East Meadow, NY	11554
		Phone	Phone 572 - 5150	
Routing Slip	p			
DATE Rec'd. DEPAR'	rment i	nfernal Verification Appy'd&	SIGNATURE	*Leg. Approval Required
Departmen	t NIFS 2	Entry (Dept) Appvl (Dept. Head) actor Registered	Teen Alex	gen ut
ОМВ		Approval actor Registered)	Larephul Alulia	Yes No No Not required if blanket resolution
1316 County Att	orney CA Ri Verific	E & Insurance ZUS/16	B	

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) dvisement Information

BUDGET O	ODES
Fund:	GEN
Control:	10
Resp:	1200
Object:	DE
Transaction:	524

RENEW	AL 🥦 🖔
% Increase	
% Decrease	

TOTAL	\$ 1,620.00
Other	\$
Capital	\$
State	\$
Federal	\$
County	\$
Revenue Contract	XXXXXXX
FUNDING SOURCE	AMOUNT

	INDEX/OBJECT CODE	AMOUNT
1	MEGEN1200 / DE524	\$1620.00
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$ 1620.00

Date:

Kim Temepsta Document Prepared By:

NIFS Certification	Comptroller Certification	
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 County Executive Approval
Name	Name	Date 4/18/14
Date	Date	(For Office Use Only) E #:



Nassau County Interim Finance Authority

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

advisement – NIFA only needs to review if it is increasing funds above amendment - \$ amount should be full amount of amendment only Contract Term: 1/1/2016 -12/31/2016 Funding Source: X General Fund (GEN) Grant Capital Improvement Fund (CAP) Other the cash available for the full amount of the contract? X not will it require a future borrowing? as the County Legislature approved the borrowing? as NIFA approved the borrowing for this contract?	Advisement X Amendment the amount previously approved by NIFA fund (GRT) Federal % State % County % 100
This is aNewContract new contract - \$ amount should be full amount of contract advisement - NIFA only needs to review if it is increasing funds above amendment - \$ amount should be full amount of amendment only . Contract Term: 1/1/2016 -12/31/2016 . Funding Source:	the amount previously approved by NIFA fund (GRT) Federal % State % County % 100 YesNo
new contract - \$ amount should be full amount of contract advisement - NIFA only needs to review if it is increasing funds above amendment - \$ amount should be full amount of amendment only Contract Term: 1/1/2016 -12/31/2016 Funding Source: X General Fund (GEN) Grant Capital Improvement Fund (CAP) Other the cash available for the full amount of the contract? X not will it require a future borrowing? as the County Legislature approved the borrowing? as NIFA approved the borrowing for this contract? Provide a brief description (4 to 5 sentences) of the item for which the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor is required to perform facial and description that the contractor	the amount previously approved by NIFA fund (GRT) Federal % State % County % 100 YesNo
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To provide Forensic Odontology services to the ME's Offi which the contractor is required to perform facial and de	YesNoN/A
	c. This is a highly specialized field of dentistry in
. Has the item requested herein followed all proper procedu	
Nassau County Attorney as to form Yes Nassau County Committee and/or Legislature Yes	es and thereby approved by the:
Date of approval(s) and citation to the resolution where ap	es and thereby approved by the: No N/A No N/A
pp-v-may and viation to the resolution where ap	No N/A No N/A
	No N/A N/A

CLME15000002: \$	1620	
	AUTHORIZATIO	ON
and any additional informat expenditures that will be me Budget and not in conflict w this information in its official	ion submitted in connection with this re de in reliance on this authorization are ith the Nassau County Multi-Year Finar	in conformance with the Nassau County Approved cial Plan. I understand that NIFA will rely upon
Kosen 18		4/1/16
Signature	Title	Date 7
Print Name		
B	COMPTROLLER'S O	FFICE
To the best of my knowledge with the Nassau County App	e, I hereby certify that the information li proved Budget and not in conflict with th	sted is true and accurate and is in conformance ne Nassau County Multi-Year Financial Plan.
Regarding funding, please c	heck the correct response:	
I certify that the fund	ls are available to be encumbered pendi	ng NIFA approval of this contract.
If this is a capital project:I certify that the boneBudget is available a	ding for the contract has been approved nd funds have been encumbered but the	by NIFA e project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approved l	oy NIFA:	
Signature	Title	Date
Print Name		
NOTE: All contract submissions relevant accounts and re	s MUST include the County's own r devant Nassau County Legislature	outing slip, current NIFS print outs for all communication documents and relevant

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

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.



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 of human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Henry Dondero, DDS
CONTRACTOR ADDRESS:
FEDERAL TAX ID #:
<u>Instructions:</u> Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.
The contract was awarded to the lowest, responsible bidder after advertisement or sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on
n [newspaper] on date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.
I. 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
[date] [state #] proposals were received and evaluated. The valuation committee consisted of:
(list # of persons on
ommittee and their respective departments). The proposals were scored and ranked. As a result of the coring and ranking, the highest-ranking proposer was selected.

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were	solicit	ted a	nd recei	ved. Th	e att	No. 1 of 19 ached me ong with tl	morai	ndum fr	om the d	epart	e propos ment he	als ead
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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: \square 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.

> Tecen Ally
> 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.

Exhibit A



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the follo committees of any candidates for any of	ers of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County
Executive, the County Clerk, the Compt If yes, to what campaign committee?	roller, the District Attorney, or any County Legislator?
No-	
//	
2. VEDIEICATION. This gestion 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 statements and they are, to his/her know	that he/she has read and understood the foregoing ledge, true and accurate.
The undersigned further certifies and af identified above were made freely and venefit or in exchange for any benefit or	firms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental remuneration.
Dated: 3/29/16	Vendor: HENRY DONDERO DDS Signed: D J.
Dated. 9/4/11/	Print Name: HENRY DONDERO
	Title: OWNER

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.
W/A
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
/ 「 / / / / / / / / / / / / / / / / / /

ge 2 of 4
Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify lient(s) for each activity listed. See page for a complete description of lobbying activities.
NONE
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: Signed: DoyDEND

Print Name: HENRY DOYDEND

Title: OWNER

Page 4 of 4:

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: HENDY DONDERO DAS
	Address:
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held CorpSdE proprietor. Other (specify)
01 301	List names and addresses of all principals; that is, all individuals serving on the Board of tors or comparable body, all partners and limited partners, all corporate officers, all parties nt Ventures, and all members and officers of limited liability companies (attach additional if necessary):
	SELFONLY
shareh neld C	List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly orporation, include a copy of the 10K in lieu of completing this section.
·	

Page 2 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
/X/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: 3/13/16 Signed: Signed:
Print Name: HEXRY DONNERS
Title: OCONEN

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.

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 DONISERO
١.	Date of birth
	Home address
	City/state/zip
	Business address SAME
	City/state/zip Telephone
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President/Treasurer//
	Chairman of Board//Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer//Partner//
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? 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 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 XYES; 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 \(\frac{\text{\text{\text{NO}}}{\text{\text{\text{\text{\text{\text{off}}}}}}\) If Yes, provide details.

PQF (02/2016)

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 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 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 ____

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

YES ____ If Yes, provide details for each such conviction.

NO ____ YES ___ If Yes, provide details for each such occurrence.

PQF (02/2016)

	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.
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- 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, HEXRY DOYINGAO, 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 ay of MARCH 20_1 6

ROBERT HEYM

Notary Public, State of New York No. 01HE6323069

Qualified in Suffolk County

Commission Expires April 13, 20

Notary Public

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:
List all other business addresses used within last five years:
3) Mailing Address (if different):
Phone:
Does the business own or rent its facilities? Coc IV
4) Dun and Bradstreet number: N/A-
5) Federal I.D. Number: MA
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 _X
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 bidde If Yes, state d	r/proposer, during the past seven years, been declared bankrupt? Yes No X ate, court jurisdiction, amount of liabilities and amount of assets
business, bee federal, state owner and/or civil anti-trust	e years, has this business and/or any of its owners and/or officers and/or any affiliated in the subject of a criminal investigation and/or a civil anti-trust investigation by any or local prosecuting or investigative agency? And/or, in the past 5 years, have any officer of any affiliated business been the subject of a criminal investigation and/or a investigation by any federal, state or local prosecuting or investigative agency, where it in was related to activities performed at, for, or on behalf of an affiliated business. If Yes, provide details for each such investigation.
business beer federal, state of an affiliated but not limited individual's po	rears, has this business and/or any of its owners and/or officers and/or any affiliated in the subject of an investigation by any government agency, including but not limited to and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer business been the subject of an investigation by any government agency, including to federal, state and local regulatory agencies, for matters pertaining to that esition at or relationship to an affiliated business. Yes No If Yes, provide the such investigation.
either before of pertained to e business, and a)	ent or former director, owner or officer or managerial employee of this business had, or during such person's employment, or since such employment if the charges events that allegedly occurred during the time of employment by the submitting allegedly related to the conduct of that business: Any felony charge pending? No Yes If Yes, provide details for each such arge
b) su	Any misdemeanor charge pending? No 🔀 Yes If Yes, provide details for each charge
ofl rel	In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any ner crime, an element of which relates to truthfulness or the underlying facts of which ated to the conduct of business? No Yes If Yes, provide details for each ch conviction
d) N	In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes If Yes, provide details for each such conviction
e) re	In the past 5 years, been found in violation of any administrative, statutory, or gulatory provisions? No X Yes If Yes, provide details for each such

	occurrence.
business h to any pro	t (5) years, has this business or any of its owners or officers, or any other affiliated nad any sanction imposed as a result of judicial or administrative proceedings with respect fessional license held? No X Yes; If Yes, provide details for each such
applicable and sewer detailed re	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any federal, state or local taxes or other assessed charges, including but not limited to water r charges? No \(\frac{\text{}}{\text{}}\) Yes If Yes, provide details for each such year. Provide a esponse to all questions checked 'YES'. If you need more space, photocopy the te page and attach it to the questionnaire.
Provide a det appropriate p	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.
17) Conflict of	Interest:
a) plea	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase 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. ACCONFLICTS 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.
	(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 CONFLICIS GXISIS
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.
	I DO NOT FUNGE HAY FITURE CONFLICTO

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.

Company	
Contact Person	
Address	
City/State	
Telephone	
Fax#	
E-Mail Address	Mary Control of the C

BHF (02/2016)

Company	
Contact Person	
Address	er, there
City/State	
Telephone	
Fax #	
E-Mail Address	
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Self-Self-Self-Self-Self-Self-Self-Self-	
Company	
Company	
Company Contact Person	
Company Contact Person Address	
Company Contact Person Address City/State	

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, HENRY ONDERO, 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.

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 (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 "<u>Original Agreement</u>"), 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 "<u>Services</u>"); 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. <u>Maximum Amount</u>. 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. <u>Full Force and Effect</u>. 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: A Just	
Mame: HENRY DONDERO Title: GWNEN Date: 3/23/16	<u> </u>
NASSAU COUNTY	
By:	
Name:	

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the 23 day of
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 antidiscrimination 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.
- (I) 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.
- 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 (I) 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 "<u>Amendment</u>"), between (<u>i</u>)
Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue,
Mineola, New York 11501 (the "<u>County</u>"), acting for and on behalf of the Nassau County Medical
Examiner, located at 2251 Hempstead Turnpike – Building R, East Meadow, New York 11554
(the "<u>Department</u>"), and (<u>ii</u>) **Dr. Henry Dondero**, having his principal office at

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. <u>Maximum Amount</u>. 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 "<u>Amended Maximum Amount</u>").
- 3. <u>Full Force and Effect</u>. 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

у:_____

Name:<u>'</u> Title:

Date:

NASSAU COUNTY

Mama:

Name:

Title: Deputy County Executive

Date:____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)		
COUNTY OF NASSAU)		
and say that he or she resides in the	e personally known, who he County of	year 20/ before me personally came being by me duly sworn, did depose that he or she is the the corporation described he or she signed his or her name
thereto by authority of the board of	directors of said corpor	ration.
NOTARY PUBLIC	Hundy	KEVIN J. HARDING Notary Public, State of New York No. 01HA4613098 Qualified in Suffolk County Commission Expires Dec. 31
STATE OF NEW YORK)		
)ss.: COUNTY OF NASSAU)		
On the 14 day of	of Nassau, the municipal nent: and that he or she	of Nassaur County. Of Nassaur County. Of Nassaur County.

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 (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. <u>Renewal of Term</u>. 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 "<u>Amended Agreement</u>"), shall be **December 31, 2014**.
- 2. <u>Maximum Amount</u>. 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. <u>Full Force and Effect</u>. 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

Name: IFENRY TOONUE
Title: FORENSIC ODONT

Date: 2/11/14

NASSAU COUNTY

Name:

Title: Deputy County Executive

Date: ૐ,

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
On the Ith day of Fehruary in the year 20/4 before me personally cam 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 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.	ie 3e
DEBORAH FINAN NOTARY PUBLIC NOTARY PUBLIC STATE OF NEW YORK No. 01F14758011 Qualified in Nassau County My Commission Expires June 30, 2014	
STATE OF NEW YORK)	
)ss.; COUNTY OF NASSAU)	
On the 35 day of March in the year 20/4 before me personally can Imothy Suffice to me personally known, who, being by me duly sworn, did depo and say that he or she resides in the County of Massau; 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.	ne ise
NOTARY PUBLIC PAYANTA A. Rotrucci	

CUNCE, III, A PETRUCCI
Notary Public, State of New York
No. 01PE#259026
Qualified in Masseu County
Commission Expires April 02, 20

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. <u>Services</u>. The services to be provided by the Contractor under this Agreement shall consist of providing forensic odontology services to the Department (the "<u>Services</u>"). 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. <u>Payment.</u> (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. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 "<u>Person</u>" 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) <u>Protected Information</u>. The Contractor acknowledges and agrees that all records, information, and data ("<u>Information</u>") 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 (<u>i</u>) as permitted under this Agreement, (<u>ii</u>) with the written consent of the County (and then only to the extent of the consent), or (<u>iii</u>) 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. <u>Minimum Service Standards</u>. 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. <u>Indemnification: Defense: Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, 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. <u>Insurance</u>. (a) <u>Types and Amounts</u>. 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) <u>Delivery: Coverage Change: No Inconsistent Action</u>. 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. <u>Termination</u>. (a) <u>Generally</u>. 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) <u>Contractor Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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, P.D.S.
Ву: Д Д Д Д Д Д Д Д Д Д Д Д Д Д Д Д Д Д Д
Name: HEXIRY DONIERO
Title: OCEONER
Date:
NASSAU COUNTY By: 10 10 10 10 10 10 10 10 10 10 10 10 10
Namé: 1/1/2012 R Valle
Titlen County Executive
Deputy County Executive

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the day of Filtury in the year 2013 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of that he or she is the Sold Drophiton Henry Donner of 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 & Diammarin
STATE OF NEW YORK) STATE OF NASSAU) MARIE GLAMMARIHO Notice, State of New York Ns. 81G18988410 Qualified in Massaul County Commission Engines Sept. 29, 20] COUNTY OF NASSAU)
On the day of the or the personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of hassau, 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
ODNOCTTA A PETRHOCH Notary Florid, & the months York No. 019 302 2020 Contribution Expires April 02, 80.

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:

- 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:

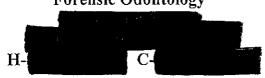
1. The chief executive officer of the Contractor is:

	HENRY J DONDERO (Name)
	(Address)
	(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 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:

initiate the Co	ed judicial action has nas	eeding, investigation, or government body- not been commenced against or relating to ate, or local laws regulating payment of tional safety and health. If such a proceeding, it, describe below:	
. 1	ntractor agrees to permit access to work horized County representatives for the ring Wage Law and investigating empl	bumose of monitoring compliance with the	
halief it is	true, correct and complete. Any statement true as of the date stated below.	ement and, to the best of my knowledge and nent or representation made herein shall be Signature of Chief Executive Officer	
		HEXIRY DONDERO DD Name of Chief-Executive Officer TOR SOCE PROPRITOR	_
Sworn to	before me this lay of F-light 2013.		
	MARIEGIAM	MARINO	

MARIE GIAMMARINO
Notary Public, State bifflew York
No. 010150192410
Qualified in Nassau Caunty
Commission Expires Sept. 19, 20_1

Henry J. Dondero, B.S., M.S., D.D.S., F.A.A.F.S. Forensic Odontology



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.

Henry J. Dondero

FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY

2016

03/14/2016 12:20 PM

ACTIVE

BALANCE (Y,M,Q,A) : Y FISCAL MO/YEAR : 03 : 03 2016 MAR

MEGEN1200 FORENSIC MEDICINE

INDEX ORGANIZATION

CHARAC / OBJECT FOTP FUND SFND

: GF GEN GEN GENERAL FUND

PROJECT PROJ DTL GRANT GRANT DTL

CITCHAT	CIVALIT		•
UCODE/C	RD#/DR	C	:

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	$\frac{1}{22},727$			
DD406 BUILDING S	187,666	187,666	88,304	99,362			
DE524 MEDICAL/PS	42,360	42,360	,	42,360			
F1-HELP F2-SELEC	CT	F4-PRIÓR	F5-NEXT	 ,000			
F7-PRIOR PG F8-NEXT	PG F9-LINK		· · · · · · · · ·				
GO12 - NEXT PAGE DISPLAYED							



Department: County Attorney

E-101-16

Contract Details

SERVICES:

NIFS ID #: <u>CLAT1600001</u>	8 NIFS Entry Date: 0	3/14/2015 T	erm: <u>July 1, 2012-0</u>	Completion			
New Renewal	1) Mandated Program:		the state of the s	Yes 🗌	No 🗵		
Amendment #1	2) Comptroller Approv	al Form Attach	ned:	Yes 🖂	No 🗌		
Time Extension	3) CSEA Agmt. § 32 (Compliance Att	ached:	Yes 🗌	No 🖾		
Addl. Funds	4) Vendor Ownership	& Mgmt. Discl	osure Attached:	Yes 🗵	No 🗌		
Blanket Resolution RES#	5) Insurance Required			Yes 🖂	No 🗌		
Agency Informa Name Leventhal, Mullaney & Blin LLP Address	Vendor ID# 113547627		County Department Contact Jaclyn Delle	Departi	ment		
15 Remsen Avenue	Steven Levent	hal	1 West St.				
Roslyn, New York 11576	Steven Levent	Steven Leventnar			Mineola, New York 11501		
	Phone (516) 484-5440						
Routing Slip		· · · · · · · · · · · · · · · · · · ·		**************************************			
DATE DEPARTMENT :	Internal Verification 2.	DATE:	SIGNATURE	Leg	Approval Required		
Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		W 1/h	The second			
OMB	NIFS Approval	1413116	and Vin	Not:	☐ No ☐ required if ket resolution		
County Attorney	CA RE&I Verification	3 4/14/B K	aclused	<u>ا</u> ک			
County Attorney	CA Approval as to form	1 4/14/	Jackyster	Yes	Ø No □		
Legislative Affairs	Fw'd Original K to CA						
Rules 🔲 / Leg. 🔲							
		1		PASSING.	PROPERTY RESIDENCE AND THE PARTY.		

County Attorney

County Comptroller

County Executive

NIFS Approval

NIFS Approval

Notarization

Filed with Clerk of the Leg.



Department: County Attorney

Contract Summary

_		to amend the paym							
Offered Rate (LI	BOR). This ame	o an outside counsel com ndment amends the payr further described in the	nent tern	ns so that upon exhaus					
Method of Proc	urement: This	s is a contract amend	lment.	See below for pr	rocurement	history.	With respect to t	he revisions to	the payment
		ginally negotiated ar							
		hat was to continue							
		ne County Attorney							
		was able to negotiat ve already begun se					unsei nas been re	etained to conti	nue providing
		ginal contract was p					as issued and a	nanel establish	ed Counsel
		l based on the firm'							
previously co	ntracted with	the County (through							
Description of C	General Provisio	ns: As described above.							
Impact on Fund	ling / Price Anal	ysis: \$0.01							
Change in Cont	tract from Prior	Procurement: N/A							
Recommendation	on: Approve as si	ıbmitted,							
Advisen	nent Inf	ormation							
BUDGET	codes 📆	PRUNDING SOU	RCE	AMOUNT S	EIN		INDEX/OBJEC	TCODE	-AMOUNT 9
Fund:	GEN	Revenue Contract		XXXXXXX	1	ATG	EN1100/DE502		\$0.01
Control;	AT	County		\$0.01	2				\$
Resp:	1100	Federal		\$	3				\$
Object:	DE502	State		\$	4				\$
Transaction:		Capital		\$	5				\$
		Other		\$	6				\$
RENEV	VAL	Т	OTAL	\$0.01				TOTAL	\$0.01
% Increase									
% Decrease		Document Prepared B	y:					Date:	
Control of the Contro	San Kittro et Suga	ation	Marianiani vila		ocupatables.		Coy	nty Executive Appr	
				y that an unencumbered balance			Name		uvai
	y that this document was	accepted into NIFS.		present in the appropria	ation to be charged.				
Name			Name				Date	Molu	
Date			Date					(For Office Use Only)	
							E #:	.,	
			L						



Nassau County Interim Finance Authority

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

ı. Vendor:	Leventhal, Mulla	aney & Blinkoff,	LLP (CLAT16000	018)	
2. Dollar amount r	equiring NIFA appro	val: \$.01		_	
Amount to be en	cumbered: \$.01				
This is a	New Contract	Advisement	✓ Amendment		
If advisement – NIFA	ount should be full amou only needs to review if it ount should be full amou	t is increasing fur	ads above the amoun	t previously approv	ed by NIFA
3. Contract Term:	07/01/2012-Comp	letion			
Has work or service	es on this contract comm	nenced?	Yes	No	
If yes, please expla	in: Counsel is con	tinuing services	as amendment is	in approval proce	988
4. Funding Source:	:				
General Fund Capital Impre	l (GEN) ovement Fund (CAP)	Grant	State %	% % <u>100</u>	
s the cash available fo	or the full amount of the	contract?	Yes	No	
	ire a future borrowing?		Yes	No	
Has the County Legis	lature approved the borr	owing?	Yes	No	N/A
Has NIFA approved t	he borrowing for this cor	itract?	Yes	No	N/A
5. Provide a brief d	lescription (4 to 5 sen	tences) of the	item for which thi	s approval is req	uested:
the London Interbank	t to an outside counsel contrac Offered Rate (LIBOR). This al al contract, Counsel shall be pa	mendment amends th	e payment terms so that	upon exhaustion of the i	maximum amount
6. Has the item re	quested herein follow	ved all proper p	procedures and th	ereby approved	by the:
Nassau County At Nassau County Co	torney as to form mmittee and/or Legislat	ure Yes	No	N/A N/A	
Date of approva	ıl(s) and citation to th	ie resolution w	here approval for	this item was pr	ovided:
		<u></u>			
. Identify all cont	racts (with dollar am	ounts) with thi	s or an affiliated 1	party within the I	orior 12 month
)16 (CQAT120000				
	,	•			

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.

Rosern	u Ille	4/14/16
Signature	Title	Date
Print Name		
	COMPTROLLER's	S OFFICE
	Jassau County Approved Budget a	ormation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, plea	ase check the correct response:	
I certify that the	funds are available to be encumb	ered pending NIFA approval of this contract.
	onding for this contract has been app	proved by NIFA. ut the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approve	d 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: <u>Leventhal, Mullaney & Blinkoff, LLP (CLAT16000018)</u> CONTRACTOR ADDRESS: <u>15 Remsen Avenue, Roslyn, New York 11576</u>							
FEDERAL TAX ID #: <u>113547627</u>							
<u>Instructions:</u> Please check the appropriate box ("\sum") 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 sealed bids were received and opened. [#] or 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 or [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 or 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.							

Ш	X This is	a renewal,	extension of	or amend	lment of	f an existing	contract.
						2012 001 : 1	

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.

since they have already begun services pursuant to the original contract.			
prop depa	☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rtment head describes the proposals received, along with the cost of each osal.		
	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.		
nem	Pursuant to Executive Order No. 1 of 1993 as amended, the attached orandum from the department head explains why the department did not in 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

Department Head Signature

contractor would not be considered an employee for federal tax purposes.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the follocommittees of any candidates for any of the follocommittees of any candidates for any of the follocommittees of any candidates for any of the follocommittees of any candidates for any of the follocommittees of any candidates for any of the following for the foll	icers of the vendor provided campaign contributions in Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County stroller, the District Attorney, or any County Legislator?
NO.	
Vendor authorized as a signatory of the The undersigned affirms and so swears statements and they are, to his/her know The undersigned further certifies and a	ffirms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental or remuneration.
Dated: 4/11/16	Vendor: Leventhal, Hullanry & Blinkoff LLP Signed: Jew G. Lewa L. Print Name: Steven G. Leventhal Title: Managing Partner
	Title: Managing Partner

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). 1) Bidder's/Proposer's Legal Name: Leventhal, Mullaney & Blinkoff, LLP 2) Address of Place of Business: 15 Remsen Ave. Ros 4n, NV 11576 List all other business addresses used within last five years: Mailing Address (if different): Phone: (516) 484-5440 Does the business own or rent its facilities? Ren+ 4) Dun and Bradstreet number: NA 5) Federal I.D. Number: 11 - 3547627 6) The bidder/proposer is a (check one): ____ Sole Proprietorship ___ Partnership ____ 7) Does this business share office space, staff, or equipment expenses with any other business?

Yes V No If Yes, please provide details: Shares office space with herethal remaining the company, cras 8) Does this business control one or more other businesses? Yes __ No 📈 If Yes, please provide 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes Y 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).

:	
3HF (02/2016)	·
11) Has the If Yes, s	bidder/proposer, during the past seven years, been declared bankrupt? Yes No V tate date, court jurisdiction, amount of liabilities and amount of assets
federal, so federal, so owner ar civil anti- such inve	ast five years, has this business and/or any of its owners and/or officers and/or any affiliates, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any and/or officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business. No If Yes, provide details for each such investigation.
business federal, s of an affi but not li individua	ast 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or offiliated business been the subject of an investigation by any government agency, including mited to federal, state and local regulatory agencies, for matters pertaining to that also position at or relationship to an affiliated business. Yes No If Yes, provide or each such investigation.
14) Has any	
either be pertained business	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges d to events that allegedly occurred during the time of employment by the submitting s, and allegedly related to the conduct of that business:
either be pertained business	store or during such person's employment, or since such employment if the charges of to events that allegedly occurred during the time of employment by the submitting s, and allegedly related to the conduct of that business:
either be pertained business	b) Any misdemeanor charge pending? No Yes Yes If Yes, provide details for each such charge.
either be pertained business	store or during such person's employment, or since such employment if the charges of to events that allegedly occurred during the time of employment by the submitting s, and allegedly related to the conduct of that business: a) Any felony charge pending? No Yes If Yes, provide details for each sure.
either be pertained business	b) Any misdemeanor 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 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

•	occurrence.					
business to any pro	5) 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					
applicable and sewe detailed r	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water er charges? No Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the steepage and attach it to the questionnaire.					
Provide a de appropriate p	tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.					
17) Conflict o	f Interest:					
a) plea	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase 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					
	restorm contlict checks in connection with each engagement					

E-Mail Address____

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.			
В.	Indicat	e 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 MINEO[a, NY				
	Telephone 516 · 5 · 7/ - 3056				
	Fax#_				

Company		
Contact Person Honorable Julianne Beckerman, Mayor Inc. Village of Address Raz" Tafuro Way		
Address Raz" Tafuro Way Muttontown		
City/State Synsset, Ny		
Telephone 516-364-3476		
Fax #		
E-Mail Address		
Company		
Contact Person Honorable Gerard Gianna Hasio, Village Justice, Village of massa pequa Fark Address 151 Front Street		
City/State Massapequa, NY		
Telephone 516 - 798 - 0244		
Telephone 516 - 798 - 0244		

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 // thay of March 2016				
Thomas mullaney Notary Public	Thomas J. Mullaney NOTARY PUBLIC, State of New York No. 01MU4816770 Qualified in Nassau County Commission Expires Jan. 31, 20/9			
Name of submitting business: Leventhal, Mullaney & Blinkoff, LLP				
By: Steven G. Leventhal Print Au G. Chenkee Signature				
Managing Member Title				

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) \$ (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

1

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: Resident:

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.

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
1.	
	Date of birth
	Home address
	City/state/zip
	Business address 15 Remsen Ave
	City/state/zip Ros yn, NY 11576
	Telephone <u>576 - 484 - 3 4 40</u>
	Other present address(es)
	City/state/zip n/a
	Telephone n/α
	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 <u>631 1200</u> 0
	Vice President / / /
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? NO YES If Yes, provide details. /00 % eQuiry 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 V_; 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

PQF (02/2016)

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 V 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.	and/or portior initiate procee respor attach	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings and more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)				
	a)	Is there any felony charge pending against you? NO VES If Yes, provide details for each such charge.				
	b)	Is there any misdemeanor charge pending against you? NO _V 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 <u>V</u> 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 V 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.				

PQF (02/2016)

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 VES 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 VES 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 VES 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? NOVYES 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 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 !! the day of March 20 16

Thomas J. Mullanev NOTARY PUBLIC, State of New York No. 01MU4816770 Qualified in Nassau County

Commission Expires Jan. 31, 20/9

Leventhal, Mullaney & Blinkoff, LLP Name of submitting business

Thomas J mullaney Notary Public

Steven G. Leventhal

Print name

Signature

Managing Member

Title

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 (1576
2.	Entity's Vendor Identification Number: 11-3547627
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held CorpOther (specify)
oi join	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties it Ventures, and all members and officers of limited liability companies (attach additional if necessary):
	Steven G. Leventhal
	15 Remsen Ave.
	15 Remsen Ave. Roslyn, NY 11576
5. shareho neld Co	List names and addresses of all shareholders, members, or partners of the firm. If the older is not an individual, list the individual shareholders/partners/members. If a Publicly orporation, 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

None

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Page 3 of 4	•	
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(h)	Decembe Johnson autici	transferral lablacit Co. B. P Co
(b) description of	Describe lobbying activities.	ty of each lobbyist. See below for a complete
according to the control of	i tobbying activities.	
	None.	
	1/10/10	
(a)	Tigt wile of least one of wile and	d
(c) Nassau Count	y, New York State):	the person/organization is registered as a lobbyist (e.g.,
	Non	<u>e</u>
•		
8. VERIF	ICATION: This section	must be signed by a principal of the consultant,
contractor or V	Vendor authorized as a sig	gnatory of the firm for the purpose of executing Contracts
The undersion	Ad affirms and an arrigana	that halaha has good and an dansta a little forms.
		that he/she has read and understood the foregoing vledge, true and accurate.
	, ,	
Dated:	3/11/16	Signed: Nu G. Lumpe
valvu	-	Signed. O
		Print Name: Steven G. Leventhal
		Signed: Ju 6. Combe Print Name: Steven G. Leventhal Title: Managing Member
		The: I runuying I rember

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.

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) <u>Time and Expense Records</u>. 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 "<u>Time and Expense Report</u>").
- (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. <u>Full Force and Effect</u>. 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, WULLANET & BLINKOFF, LLP
By: fee G. Leventher Name: steven G. Leventhal Title: Monaging Partner Date: 4/11/16
NASSAU COUNTY By:
NASSAU COUNTY
By:

Date:____

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
On the // day of April Steven G. Leventhal to me personally know and say that he or she resides in the County of Managing Partner of Leventhal Mullane herein and which executed the above instrument; a thereto by authority of the board of directors of said Managing Partner Mullaney NOTARY PUBLIC	in the year 20/6 before me personally came wn, who, being by me duly sworn, did depose ; that he or she is the ; that he or she is the ey*Blinkeff, the corporation described and that he or she signed his or her name I corporation. Thomas J. Mullaney NOTARY PUBLIC, State of New York No. 01MU4816770
STATE OF NEW YORK)	Qualified in Nassau County
)ss.: COUNTY OF NASSAU)	Commission Expires Jan. 31, 20 <u>19</u>
On the II day of April in the Carnell Foskey to me personally known, who, being the resides in the County of Nassau; that he is County municipal corporation described herein and which esigned his name thereto pursuant to Section 1101 County.	nty Attorney of the County of Nassau, the executed the above instrument; and that he
NOTARY PUBLIC	JACLYN DELLE Notary Public, State of New York No. 02DE6305114
STATE OF NEW YORK)	Qualified in Nassau County Commission Expires on June 2, 20 / &
)ss.: COUNTY OF NASSAU)	
On the day of to me personally known and say that he or she resides in the County of County Executive of the County of Nassau, the mu which executed the above instrument; and that he pursuant to Section 205 of the County Government.	or she signed his or her name thereto

4

NOTARY PUBLIC

Contract ID#: CQAT13000001



Cectified Copy of Contract
received on ostonisons In
Department: County Attorney

Yes 🔲

Yes X

Yes 🔲

No X

No 🗌

No X

F-55-/3
SERVICES: Special Counsel

Contract Details

New X Renewal

Time Extension

PR5254 (8/04)

Amendment

NIFS ID #: COAT13000001 NIFS Entry Date: 02/13/2013 Term: July 1, 2012 - Completion of Services

2) Comptroller Approval Form Attached:

3) CSEA Agmt. § 32 Compliance Attached:

1) Mandated Program:

Addl. Funds	4) V	'endor Ownersh	iip & Mgmt. Di	sclosure Attached:	Yes X No			
Blanket Resolution RES#	5) Insurance Required				Yes X No 🗆			
Agency Information	tion	**************************************						
Name	/endo	Yendor ID#			y Department			
Leventhal, Cursio, Mullar Sliney, LLP	1ey &	1135476	527		Department Contact Daniel Gregware			
Address		Contact Person	- Intra-	Address				
15 Remsen Avenue Roslyn, New York 11576		Steven L Phone (516) 484		Phone	Mineola, New York 11501			
Routing Slip								
DATE Recd DEPARTMENT	Inter	nal Verification	DATE:	SIGNATUR) / / {E Leg.Approval			
Department	NIFS Entry NIFS Appv	y (Dept) vl (Dept, Head)	IW do	JUL (C)	Required &			
OMB	NIFS Appr	oval	12/2/13	Kale:	Yes No Not required if blanket resolution			
3/5/3 County Attorney	CA RE&I	Verification	D 3/5/13	1. anato	Offine Les Officion			
County Attorney	CA Approv	val as to form	DOJES	De 51	Yes No			
	Fw'd Orig	ginal K to CA	□3/5//3 g	Breger a.	Year			
Rules / Leg.				00				
County Attorney	NIFS Appr	roval	Oylishi	3017.1				
County Comptroller	NIFS Appr	roval	W 4/23/	1-3)	CCL STATE			
	Notarizatio Filed with	on Clerk of the Leg.	3/18/2					





Contract	Sumn	nary							
Description: N	ew contract				,				
Purpose: This London Inter	is a new ou oank Offere	tside counsel contract where d Rate (LIBOR).	Counsel shall	repres	ent Nassau	County in	the anticip	ated litigation r	elating to the
		Request for Qualification wa ise in the subject matter and		panel	established	l. Counsel	was selecte	ed from the pan	el based on
Leventhal &	Sliney, LLP		e. Also, Couns	el has	previously	/ contracted	l with the C	County (through	the firm
Description of C	General Provis	sions: As described above.							
Impact on Fund	ling / Price Ar	nalysis: \$25,000.00							:
Change in Cont	ract from Pri	or Procurement: N/A	·						
Recommendation	n: Approve	as submitted.							
Advisem	ent Inf	formation							
BUDGET-C	ODES :	EUNDING SOURCE	AMOUNT]	- LINE	IND	EX/OBJEC	T CODE.	ÄMOUN
Fund:	GEN	Revenue Contract	XXXXXXX	-	1	ATGEN1	100/DE502		\$25,000.00
Control:	AT	County	\$25,000.00		· 2				\$
Resp:	1100	Federal	\$		3			. 1	\$
Object:	502	State	\$	R ****	1.41)	Q.Con	nato 3	V5/13	\$
Transaction:		Capital	\$]	5		<i></i>	/	\$
		Other	\$		6				\$
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% Increase								• •	
% Decrease		Document Prepared By:						Date:	;
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Date	3/2013	Date	4/23	(17		E	Σ# :	(For Office Use Only)	

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

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.

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 (CQAT13000001)	NAME:	Leventhal,	Cursio,	Mullaney	&	Sliney,	LLP
CONTRACTOR A	ADDRESS:	15 Remsen A	venue, Ro	slyn, New Y	ork 11:	576	·
FEDERAL TAX I	D #: 11354	7627					
Instructions: Please roman numerals, a	and provide	e all the requ	ested info	rmation.			
I. The contract of for sealed bids. in [date]. The sealed bids were received.	The contract ds were publ	was awarded icly opened on	after a re	quest for sea	aled bid	s was p	ublished
II. The contract The Contract was ente [date]. Potential propose	ered into after sers were mad	a written requal de aware of the	est for propo availability	osals was issu- of the RFP by	ed on		
[newspaper advertisem copies of the RFP. I received and of:	rroposais wei evaluate	re due on ed. The	evalua	[#] of pot [date] ation co	ential pr [# ommittee	coposers re #] propose e	equested als were consisted
ranked. As a result of the			llist meml	pers]. The pr hest-ranking p	roposals proposer	were sco	ored and

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on
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.

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 department intends to initiate a competitive process for the future award of these services. For any such contract, when 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 multiple 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

Daté

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 Daniel J. Gregware, Esq. Deputy County Attorney February 7, 2013 Page 2.

Thomas J. Mulianey 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,

Grace 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 ("<u>LIBOR</u>"); 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. <u>Term.</u> 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. <u>Services</u>. 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 "<u>Services</u>"). 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. <u>Payment</u>. (a)(1) <u>Amount of Consideration</u>. 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) ("<u>Maximum Amount</u>"). 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) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "<u>Voucher</u>") 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) <u>Timing of Payment Claims</u>. 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) <u>Expenses and Disbursement</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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. <u>Independent Contractor</u>. 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 "<u>Counsel Agent</u>"), 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 "<u>Person</u>" 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. <u>No Arrears or Default</u>. 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) <u>Nassau County Living Wage Law.</u> 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) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") 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. <u>Service Standards</u>. 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. <u>Indemnification</u>: Defense: Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, <u>provided</u>, <u>however</u>, 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.
- 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) <u>Delivery: Coverage Change: No Inconsistent Action.</u> 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. <u>Assignment: Amendment: Waiver: Subcontracting</u>. 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 "<u>County Executive</u>"), 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. <u>Termination</u>. (a) <u>Generally</u>. 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.

- 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) <u>Counsel Assistance upon Termination</u>. 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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.
- 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. <u>Executory Clause</u>. 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: Jan G Carle			
Name: <u>Steven G. Leventhal</u>			
Title: Managing Member			
Date: February 7, 2013			
NASSAU COUNTY By: Name: John Ciampoli Title: County Attorney Date: 2 14 70			
NASSAU COUNTY			
Ву:			
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 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
Notary Public, State of New York
No. 01PR6173903
Qualified in Nassau County
Commission Expires September 4, 2015

STATE OF NEW YORK)

COUNTY OF NASSAU)

On the 14 day of felorum 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

Notary Public, State of New York No. 01DE6199846

Qualified in Suffolk County Commission Expires Jan. 20, 2017

STATE OF NEW YORK)

COUNTY OF NASSAU)

On the 30 day of 2000 in the year 20 3 before me personally came who, being by me duly sworn, did depose and say that he or she resides in the County of 2000 ; 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

"ONCETTA A PETRUCCI riotary Public, State of New York No. 01 PES259026 Qualified in Nasseu County Commission Expires April 02, 20

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 antidiscrimination 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.

- 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 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.

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 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 (Te	elephone Number)
2.	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, Contractorhas _Xhas not been found by a government agency to have violated federal, state, or local laws regulating por benefits, labor relations, or occupational safety and health. If a violation assessed against the Contractor, describe below:	court or a sayment of wages has been

4.	initiated judicial action has? the Contractor in connection with fed	ve proceeding, investigation, or government body- X has not been commenced against or relating to eral, state, or local laws regulating payment of wages or nal safety and health. If such a proceeding, action, or escribe below:
		· · · · · · · · · · · · · · · · · · ·
5.	Contractor agrees to permit access to County representatives for the purpos and investigating employee complain	work sites and relevant payroll records by authorized se of monitoring compliance with the Living Wage Law ts of noncompliance.
it is tru	ue, correct and complete. Any statemes of the date stated below.	g statement and, to the best of my knowledge and belief, nt or representation made herein shall be accurate and
Dated	a programa de la compansa de la com La compansa de la co A compansa de la comp	Signature of Chief Executive Officer
		Name of Chief Executive Officer
		ing the state of t
Sworn	to before me this	
7 th day	y of February, 2013.	
Notary	niture & Price	
Qua	Christine H. Price / Public, State of New York No. 01PR6173903 alified in Nassau County on Expires September 4, 20 1 C	