1. Contracts

Documents: A-25-16 WEB.PDF, E-153-16 WEB.PDF, E-154-16 WEB.PDF, E-156-16 WEB.PDF, E-157-16 ADDITIONAL BACKUP WEB.PDF, E-157-16 WEB.PDF, E-159-16 WEB.PDF, U-6-16 ADDITIONAL BACKUP WEB.PDF, U-6-16 WEB.PDF, U-11-16 ADDITIONAL BACKUP WEB.PDF, U-11-16 WEB.PDF, U-43-16 WEB.PDF, U-44-16 WEB.PDF, U-45-16 WEB.PDF, U-46-16 WEB.PDF, U-48-16 WEB.PDF, U-49-16 WEB.PDF, U-50-16 WEB.PDF, U-51-16 WEB.PDF, U-52-16 ADDITIONAL BACKUP WEB.PDF, U-52-16 WEB.PDF

Nassau County

Office of Purchasing

Staff Summary A-25-2016

Subject : Emergency Alert System (S/B # 91574-05246-052)	Date: May 25, 2016
Department: Office of Purchasing	Vendor Name: Global Security Systems LLC
Department Head Name: Eric Naughton	Contract Number A-25-2016
Department Head Signature	Contract Manager Name Timothy Funaro

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

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	6/17/16	Counsel to C.E.
	Budget	6/17/16	County Atty.
6/16/16	Deputy C.E.		County Exec.

Narrative

Purpose: To authorize and award a Blanket Purchase Order for an emergency alert system for the Nassau County Office of Emergency Management (OEM).

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where twenty (20) vendors were notified electronically of the bid; five (5) were woman owned and five (5) were minority owned companies. Minority Affairs was given a copy of the bid. One (1) bid was received, perhaps due to the specific scope of services required. OEM indicated that the distinctive specification for emergency communication utilizing an FM radio signal is the most likely reason for a lack of response to the bid. This method of communication is not traditional and permits emergency personnel to communicate without the need for PSE&G power and/or the mobile cellular network being operable. Those conditions existed during Super Storm Sandy and inhibited emergency response. This technology has evolved over the last four years and Nassau County will join with other municipalities to better serve the public under these extreme conditions.

Impact on Funding: This contract's annual estimated amount will exceed One Hundred Thousand Dollars ($100,000) and is 100% grant funded from the Homeland Security Grant.

Recommendation: Office of Purchasing recommends an award be given to Global Security Systems LLC as the lowest responsible bidder meeting specifications.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 20 P 12:47

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-25-2016**

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: MAY 25, 2016

SUBJECT: RESOLUTION–NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS ($100,000..00) ON BEHALF OF NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT TO GLOBAL SECURITY SYSTEMS LLC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS FOR AN EMERGENCY ALERT SYSTEM FOR NASSAU COUNTY OFFICE OF EMERGENCY MANAGMENT.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

ERIC NAUGHTON
for DEPUTY COUNY EXECUTIVE-FINANCE

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Global Security Systems, LLC

Address: 600 Jefferson St, Ste 1102 Lafayette, LA 70501

Telephone No: 601-709-4240 Fax No: 601-709-4240

1. State Whether: A Corporation _____

Individual _____

Partnership _____

X Limited Liability Company

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP

BIDDER **TITLE**

QUALIFICATION STATEMENT

BIDDER'S NAME: Global Security Systems, LLC

ADDRESS: 1000 Jefferson St, Ste 1102, Lafayette, LA 70501

1. STATE WHETHER: CORPORATION _____ INDIVIDUAL _____ PARTNERSHIP _____
   X Limited liability Company
2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT N/A - LLC

   VICE PRESIDENT

   SECRETARY

   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? NO
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 13

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? emergency notification, technology, and communication

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Robert Adams	CEO	30+	Business Day to Day	full-CEO
Matthew Straeb	EVP	25+	Sales & Daily Operation	full-EVP

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We have over 10 years experience implementing RBDS emergency alert systems across local agencies & states. We have researched potential FM radio stations for this project and familiarized ourselves with the EOC procedures & needs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ (BIDDER) _____ EVP (TITLE)

RULES RESOLUTION 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT AND GLOBAL SECURITY SYSTEMS LLC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #91574-05246-052 for an emergency alert system for Nassau County Office of Emergency Management as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, GLOBAL SECURITY SYSTEMS LLC submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with GLOBAL SECURITY SYSTEMS LLC.

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: MAY 24, 2016 AT 11 A.M.
BID NO: 91574-05246-052
REQ. NO: N/A
TITLE: EMERGENCY ALERT SYSTEM

ITEM #	ARTICLE	QTY	UNIT	GLOBAL SECURITY SYSTEMS, LLC 1	2	3	4	5	6	7	8	9	10	11	12	13	DETAILS OF AWARD AWARD TO NO.	AMOUNT
1	PER BROADCAST STATION		$															
	ONE-THIRD COUNTY POPULATION		$	550,000.00														
2	PER YEAR		$	50,000.00														
3	RECEIVER PRICING PER UNIT		$	45.00														
	RECEIVER TIERED PRICING		$	40.00														
	RECEIVER TIERED PRICING		$	35.00														
	RECEIVER TIERED PRICING		$	NB														
	RECEIVER TIERED PRICING		$	NB														
	RECEIVER TIERED PRICING		$	NB														
	RECEIVER TIERED PRICING		$	NB														
PREPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET		

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 5/24/16 Claudia Colasurdo Jackson Coordinator

PUBLIC BID OFFICER

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
91574-05246-052

Dated: Ad. 5/12/2016

BID OPENING DATE
May 24, 2016
11:00 A.M. E.D.S.T.

OPENED
MAY 24 2016
OFFICE OF PURCHASING

BUYER
Timothy Funaro

TELEPHONE (516) 571-7720
tfunaro@nassaucountyny.gov

REQUISITION NUMBER
N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Emergency Alert System

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
Nassau County
Office of Emergency Management
510 Grumman Road West
Bethpage, N.Y. 11714

GUARANTEED DELIVERY DATE
90 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
80-0083531

TOLL FREE TELEPHONE NUMBER: 866 869 5180

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER: GLOBAL SECURITY SYSTEMS, LLC
ADDRESS: 600 JEFFERSON STE 1102
CITY: LAFAYETTE STATE: LA ZIP CODE: 70501 TELEPHONE: 6017094240

SIGNATURE OF AUTHORIZED INDIVIDUAL

ROBERT MATTHEW STREET EVP
PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects; irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

EVP

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Global Security Systems, LLC

Address: 600 Jefferson St, Ste 1702 Lafayette, LA 70501

Telephone No: 601-709-4240 Fax No: 601-709-4240

1. State Whether: A Corporation _____

Individual _____

Partnership _____

X Limited Liability Company

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: Global Security Systems, LLC

ADDRESS: 1000 Jefferson St, Ste 1102, Lafayette, LA 70501

1. STATE WHETHER: CORPORATION _____ INDIVIDUAL _____ PARTNERSHIP _____
   X Limited liability Company
2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT N/A - LLC

   VICE PRESIDENT

   SECRETARY

   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? NO
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 13

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? emergency notification, technology, and communication

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Robert Adams	CEO	30+	Business Day to Day	full-CEO
Matthew Straeb	EVP	25+	Sales & Daily Operation	full-EVP

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We have over 10years experience implementing RBDS emergency alert systems across local agencies & states. We have Researched potential FM Radio stations for this project and familarized ourselves with the EOC procedures & needs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** _____ EVP **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

R. Matthew Staeb, Executive Vice President

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Louisiana Governor's Office of Homeland Security & Emergency Preparedness
ADDRESS: 7667 Independence Blvd
Baton Rouge, LA 70806
TELEPHONE: 225-925-7333 CONTACT PERSON Chris Guilbeaux
CONTRACT DATE: February 1, 2012 - January 31, 2022

2. REFERENCE'S NAME: Alabama Emergency Management Agency
ADDRESS: P.O. Drawer 2160
Clanton, AL 35046
TELEPHONE: 205-280-2222 CONTACT PERSON Jeb Hargrove
CONTRACT DATE: April 17, 2010 - April 16, 2020 February 17, 2016 -
January 1, 2011 - December 31, 2021 February 16, 2026

3. REFERENCE'S NAME: Mississippi Emergency Management Agency
ADDRESS: P.O. Box 5644
Pearl, MS 39288
TELEPHONE: 601-933-6362 CONTACT PERSON Greg Flynn
CONTRACT DATE: February 10, 2009 - February 9, 2029

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ EVP TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

X _____
R. Matthew Straeb
EVP - GSS

X 5/20/16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP
BIDDER **TITLE**

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 by such title 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, including the 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 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 Best Efforts 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.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **Emergency Alert System** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

Instructions for pages 13 -30

1) Business history and principal questionnaire Forms

2) Consultant's Contractor's and Vendor's Disclosure Form

3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Regarding the Business History Form (page 22), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee rom being involved in any way with bidding, billing, payment or any other function with the county

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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

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

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

Vendor: Global Security Systems LLC

Dated: 6/17/16

Signed:

Print Name: R. Matthew Straeb

Title: EVP

Rev. 3-2016

COUNTY OF NASSAU

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

1. Name of the Entity: GLOBAL SECURITY SYSTEMS, LLC

Address: 600 JEFFERSON ST. STE 1102

City, State and Zip Code: LAFAYETTE, LA 70501

2. Entity's Vendor Identification Number: 80-0083531

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

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

SEE ATTACHMENT 1 AND 3

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

SEE ATTACHMENT 1

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.

SEE ATTACHMENT 2

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

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

NONE

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

NONE

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

NONE

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

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

Dated: 6/17/16

Signed:

Print Name: MATTHEW STRAUB

Title: EVP

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.

Global Security Systems, LLC
Member Information

ATTACHMENT 1

1 Adams Family Company, L.L.C.

[redacted]

Owned by:

Robert L Adams
Karen Y Adams
Robert Adams, Jr
Jonathan Adams
Alexis Adams
Joshua Adams

[redacted]

2 MOR KM Holdings, L.L.C. 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:

MBM 2008 Family Trust No. 1
TCM 2008 Family Trust No. 1
Beneficiary of both trusts is Gabrielle Moreno, a minor

[redacted]

3 Moody Moreno & Rucks, L.L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:

TMC Investments, L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:

See 4 Below

Owned by:

Elle Investments, L.L.C. 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:

Michel & Tiffany Moreno

[redacted]

Owned by:

Rucks Family Limited Partnership

[redacted]

Owned by:

See 5 Below

4 TMC Investments, L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:

Kevin Moody (managing member and sole voting member)
RKM Trust 1, f/b/o Catherine Jeanne Moody
RKM Trust 2, f/b/o Caroline Olivia Moody
RKM Trust 3, f/b/o Richard Kevin Moody, II
RKM Trust 4, f/b/o Benjamin Armstrong Moody

[redacted]

RKM EVP

5 Rucks Family Limited Partnership

Owned by:

William W. Rucks IV
Catherine M. Rucks
Catherine Rucks Children Trust
William Rucks Children Trust

[redacted]

Global Security Systems Technology, LLC
(Affiliated with Global Security Systems, LLC through common ownership)
Member Information

ATTACHMENT 2

1 Adams Family Company, L.L.C.

[redacted]

Owned by:
Robert L Adams
Karen Y Adams
Robert Adams, Jr
Jonathan Adams
Alexis Adams
Joshua Adams

[redacted]

2 MOR KM Holdings, L.L.C. 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
MBM 2008 Family Trust No. 1
TCM 2008 Family Trust No. 1
Beneficiary of both trusts is Gabrielle Moreno, a minor

[redacted]

3 Moody Moreno & Rucks, L.L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
TMC Investments, L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
See 4 Below

Owned by:
Elle Investments, L.L.C. 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
Michel & Tiffany Moreno

[redacted]

Owned by:
Rucks Family Limited Partnership

[redacted]

Owned by:
See 5 Below

4 TMC Investments, L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
Kevin Moody (managing member and sole voting member)
RKM Trust 1, f/b/o Catherine Jeanne Moody
RKM Trust 2, f/b/o Caroline Olivia Moody
RKM Trust 3, f/b/o Richard Kevin Moody, II
RKM Trust 4, f/b/o Benjamin Armstrong Moody

[redacted]

5 Rucks Family Limited Partnership

Owned by:
William W. Rucks IV
Catherine M. Rucks
Catherine Rucks Children Trust
William Rucks Children Trust

[redacted]

EVP

ATTACHMENT 3

Company: Global Security Systems, LLC
Address: 600 Jefferson St, Ste 1102, Lafayette, LA 70501
Phone Number: 601-709-4240

1. Date of formation: August 1, 2003
2. Persons with Financial interest in GSS- See attachment 1
3. Officers
   A) Robert L Adams- CEO
   B) R. Matthew Straeb- EVP
   [redacted]
4. State of Incorporation: Mississippi
5. Number of Employees: 5 with sub-contractors up to 20
6. Annual Revenue of Firm: [redacted]
7. Relevant Accomplishments: see attachment 2 with proposal document

EVP

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.

No lobbyist - none

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

No lobbyist - none

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

No lobbyist - none

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

No lobbyist - None

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

No lobbyist - 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: 5/20/16

Signed: [signature]
Print Name: R. Matthew Stracks
Title: EVP

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER

EVP 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.

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: 5/20/16

1) Proposer's Legal Name: GLOBAL SECURITY SYSTEMS LLC

2) Address of Place of Business: 600 JEFFERSON STE. 1102 LAFAYETTE, LA 70501

List all other business addresses used within last five years:
308 E. PEARL ST. STE. 202 JACKSON MS. 39201

3) Mailing Address (if different): _____

Phone: 6017094240

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: NOT APPLICABLE

5) Federal I.D. Number: 80-0083531

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation X Other
(Describe) LIMITED LIABILITY COMPANY

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: FINANCIAL ADMINISTRATION AND ACCT. SERVICES ARE PROVIDED BY AN ENTITY AFFILIATED WITH A MEMBER OF GLOBAL SECURITY SYSTEMS LLC.

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. GLOBAL SECURITY SYSTEMS TECHNOLOGY, LLC IS AFFILIATED BY COMMON OWNERSHIP. SEE ATTACHED SCHEDULE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP
BIDDER TITLE

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

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

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

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

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

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

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

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

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

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

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. NO conflict exists but would continue to be frugal in our helping financial endeavors to avoid potential Nassau County conflicts

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: (SEE ATTACHMENT 3)

i) Date of formation;

Global Security Systems, LLC
Member Information

ATTACHMENT 1

1 Adams Family Company, L.L.C.

[redacted]

Owned by:
Robert L Adams
Karen Y Adams
Robert Adams, Jr
Jonathan Adams
Alexis Adams
Joshua Adams

[redacted]

2 MOR KM Holdings, L.L.C. — 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
MBM 2008 Family Trust No. 1
TCM 2008 Family Trust No. 1
Beneficiary of both trusts is Gabrielle Moreno, a minor

[redacted]

3 Moody Moreno & Rucks, L.L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
TMC Investments, L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
See 4 Below

Owned by:
Elle Investments, L.L.C. — 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
Michel & Tiffany Moreno

[redacted]

Owned by:
Rucks Family Limited Partnership

[redacted]

Owned by:
See 5 Below

4 TMC Investments, L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
Kevin Moody (managing member and sole voting member)
RKM Trust 1, f/b/o Catherine Jeanne Moody
RKM Trust 2, f/b/o Caroline Olivia Moody
RKM Trust 3, f/b/o Richard Kevin Moody, II
RKM Trust 4, f/b/o Benjamin Armstrong Moody

[redacted]

RKM EVP

5 Rucks Family Limited Partnership

Owned by:
William W. Rucks IV
Catherine M. Rucks
Catherine Rucks Children Trust
William Rucks Children Trust

[redacted]

Global Security Systems Technology, LLC
(Affiliated with Global Security Systems, LLC through common ownership)
Member Information

1 Adams Family Company, L.L.C.

[redacted]

Owned by:
Robert L Adams
Karen Y Adams
Robert Adams, Jr
Jonathan Adams
Alexis Adams
Joshua Adams

[redacted]

2 MOR KM Holdings, L.L.C. — 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
MBM 2008 Family Trust No. 1
TCM 2008 Family Trust No. 1
Beneficiary of both trusts is Gabrielle Moreno, a minor

[redacted]

3 Moody Moreno & Rucks, L.L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
TMC Investments, L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
See 4 Below

Owned by:
Elle Investments, L.L.C. — 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
Michel & Tiffany Moreno

[redacted]

Owned by:
Rucks Family Limited Partnership

[redacted]

Owned by:
See 5 Below

4 TMC Investments, L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
Kevin Moody (managing member and sole voting member)
RKM Trust 1, f/b/o Catherine Jeanne Moody
RKM Trust 2, f/b/o Caroline Olivia Moody
RKM Trust 3, f/b/o Richard Kevin Moody, II
RKM Trust 4, f/b/o Benjamin Armstrong Moody

[redacted]

5 Rucks Family Limited Partnership

Owned by:
William W. Rucks IV
Catherine M. Rucks
Catherine Rucks Children Trust
William Rucks Children Trust

[redacted]

EVP

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. 13 years

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 Louisiana Governor's Office of Homeland Security & Emergency Preparedness

Contact Person Chris Guilbeaux

Address 7667 Independence Blvd

City/State Baton Rouge, LA 70806

Telephone 225-925-7333

Fax # 225-925-7501

E-Mail Address Christopher.guilbeaux@la.gov

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP TITLE

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, R. Matthew Staeb, 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 20th day of May 2016

Notary Public

RYAN MAGEE
Notary Public - State of Florida
My Comm. Expires Jul 22, 2018
Commission # FF 144122

Name of submitting business: Global Security Systems, LLC

By: ROBERT MATTHEW STAEB
Print name

Signature

EVP
Title

5 / 20 / 16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

Company Alabama Emergency Management Agency

Contact Person Jeb Hargrove

Address P.O. Drawer 2160

City/State Clanton, AL 35046

Telephone 205-280-2222

Fax #

E-Mail Address jeb.hargrove@ema.alabama.gov

Company Mississippi Emergency Management Agency

Contact Person Greg Flynn

Address P.O. Box 5644

City/State Pearl, MS 39288

Telephone 601-933-6362

Fax #

E-Mail Address gflynn@mema.ms.gov

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91574-05245-052

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 William W. Rucks, IV
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address P.O. Box 51967
   City/state/zip Lafayette, LA 70505
   Telephone (337) 232-9460
   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) Member since 2005

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. The Company has outstanding loans from Mr. Rucks

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.
   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? YES ___ NO ✓ If Yes, provide details.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP TITLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ BIDDER

EVP TITLE

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, William W. Rucks, IV, 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 20 day of May 2016

John B. Wartelle
John B. Wartelle
Notary Public
LA Attorney Bar Roll No. 21134

Global Security Systems LLC
Name of submitting business

William W Rucks IV
Print name

IV
Signature

Member
Title

05 / 20 / 16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

Question #5:

Lake Austin Spa Resort – President/ Partner

Kilgore Marine, LLC – Partner

PetroQuest Energy, LLC – Lead Director

EVP

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 90 **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********
IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** EVP **TITLE**

CLAIMANT NAME DATE

BY (SIGNATURE) TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

**********VENDOR CLAIM CERTIFICATION**********

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name **Date**

By Signature **Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP

BIDDER **TITLE**

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY PERIOD: 90 Days for Receivers; 1 year for ALERT FM Service

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

not Available

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 90 **DAYS AFTER BID OPENING**

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.

360 days.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

EVP **TITLE**

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured:
SEE NEXT PAGE
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause):

Include the certificate of insurance with your bid Nassau County Must be named as an additional insured

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2016

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

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

PRODUCER	CONTACT NAME: Nancy Bishop
Landry Harris & Co., LLC P.O. Box 2456 600 Jefferson St., Suite 200 Lafayette LA 70502-2456	PHONE (A/C, No, Ext): (337)266-2150 FAX (A/C, No): (337)266-2151 E-MAIL ADDRESS: nancy.bishop@lh-co.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Global Security Systems, LLC & GSS Technology, LLC & 600 Jefferson Street Suite 1102 Lafayette LA 70501	INSURER A: Burlington Insurance Company	
	INSURER B: Hallmark Specialty Insurance	[redacted]
	INSURER C: National Union Fire Insurance	
	INSURER D: Bridgefield Casualty Ins Co	[redacted]
	INSURER E: Texas Mutual Ins Co	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master as of 4-28-16 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	4/28/2016	4/28/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			[redacted]	11/22/2015	11/22/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/Non Owned	$ $ $ $ $ 1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	4/28/2016	4/28/2017	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	4/25/2016	4/25/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Workers Comp (Texas)			[redacted]	7/8/2015	7/8/2016	Limit	1,000,000

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

County of Nassau is afforded additional insured status on the General Liability policy as required by written contract, but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

County of Nassau
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

F Harris, III/NCB

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

MANUALS/IN-SERVICE VIDEO: Bid prices shall include two (2) each OPERATING MANUALS and two (2) each SERVICE MANUALS for EACH model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an in-service video, or CD, for EACH model number ordered.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA".

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED 1, 2, 4, 3 DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X _____ EVP 5/20/16

Signature **Title** **Date**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP

BIDDER **TITLE**

EVALUATION:
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 20th day of May, 20 16 as the act and deed of said Corporation or Partnership. GR LLC

Identifying Data:

Potential Contractor: Global Security Systems, LLC

Address: 600 Jefferson St, Ste 1102

Street:

City, Town, etc: Lafayette, LA 70501

Telephone: 601-709-4240 Title: EVP

If applicable, responsible Corporate Officer

Name R. Matthew Straeb Title EVP

Signature: [signature] Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] **BIDDER** EVP **TITLE**

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 State Exemption Number: EX 7213062C

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP

BIDDER **TITLE**

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – 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.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.
Further details about the registration process may be found at
https://eproc.nassaucountyny.gov/SupplierRegister

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

The intent of this bid specification is to deliver a Radio Broadcast Data System (RBDS) to Nassau County Office of Emergency Management (OEM), allowing an end-to-end system used for the delivery and receipt of message data via the RBDS channel of an FM Radio Broadcaster. It comprises an origination capability, a transmission capability, and a reception and notification capability, where notification includes visual and audio components. The message data is used to transmit emergency information prior to, during, and following emergency incidents. The RBDS will be delivered as a single integrated solution and have at a minimum the following functional capabilities:

- RBDS system will have a secure, managed web portal allowing the end user to enter a customized message for transmission. Logins must be secure to prevent the unauthorized issuance of alerts through the RBDS system.
- RBDS system will provide satellite data transmission allowing data entered through web portal to be transmitted to FM transmission sites.
- RBDS system vendor to negotiate arrangements with local FM transmission site(s) and furnish/install satellite data receiver(s) to receive message data originating from web portal and allow transmission of message data over FM broadcast signal.
- The RBDS system shall be able to transmit messages to targeted groups.
- The RBDS system shall provide secure transmission from the FM Broadcast tower to the RBDS receiver to prevent unauthorized activation of the RBDS receivers.
- The RBDS system shall have the capability to send signal enabling FM receiver chip in modern smart phones allowing RBDS message data to be received by smart phone users without the need for cellular service.
- RBDS system vendor shall offer AC/battery powered portable/mobile/base station RBDS receivers capable of receiving FM/RDS data. The RBDS receiver shall automatically tune to an RBDS signal and have a lighted, visual display so data messages can be easily read without external light sources. The RBDS receiver shall detect and suppress the presentation of an identical alert that is received through multiple alerting paths.

Bid responses must include the following three (3) costs which will allow for the complete implementation of a RBDS system. Additional costs for items not listed may also be included for consideration.

Bid responses must include the following three (3) costs which will allow for the complete implementation of a RBDS system. Additional costs for items not listed may also be included for consideration.

1) One-time build-out fees for a single FM broadcast site facilitating complete operational capability of the RBDS, allowing FM/RDS message transmission from managed web portal as described above. It is anticipated that a minimum of nine (9) FM broadcast sites within the County will be needed to build out a complete RBDS system with redundancy. The build-out fee will include all system design, network equipment, installation and agreements required for RBDS implementation. Alternatively, the bidder may provide a pricing structure based upon the 2010 US Census Bureau's population of Nassau County; 1,339,710. If priced on total population, the bidder will provide a unit price for build-out of broadcast stations that will provide RBDS coverage to approximately one-third (1/3) of the County's total population.

   Pricing per broadcast station $_____ -*or*- Pricing for one-third of County population $ 550,000

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP TITLE

2) Annual subscription/license/maintenance fee for services and software. This fee will include access to bidder managed secure web portal and other software subscription fees, satellite data communications subscription fees, equipment maintenance fees and bidder-supplied end user smart device software applications.

Pricing per Year $ 50,000

3) Fees for combination AC / battery powered portable/mobile/base station RBDS receivers allowing for reception of emergency messages transmitted over FM/RDS as described above. Receiver pricing should be either unit cost based or tiered (quantity) based.

Receiver Pricing per Unit $ 45.00

-or-

Receiver Tiered Pricing – list tiered pricing below:

Qty: 500-1999 $ 40.00 PER UNIT
Qty: 2000+ $ 35.00 PER UNIT
Qty: _____ $ _____
Qty: _____ $ _____
Qty: _____ $ _____
Qty: _____ $ _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

_____ TITLE

FORMAL BID RECOMMENDATION

BID NUMBER 91574-05246-052 OPEN May 24, 2016
TITLE: Emergency Alert System
DATE: May 24, 2016
TO: BUYER –Timothy Funaro FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: May 24, 2016
To: Supervisor From: Buyer Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 5/25/16

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☑ Subject to Legislature Approval

_____

Director

	Bid Results
Item	Bidder
	Recommend an award be given to Global Security Systems LLC. as the lowest responsible bidder meeting specifications and bid terms.

ATTACHMENT 2

Proposal for

County of Nassau

State of New York

Emergency Alert System

Bid Number 91574-05246-052

Date: May 20,2016

Submitted By
Matthew Straeb
Global Security Systems, LLC
600 Jefferson Street, Ste 1102 * Lafayette, LA 70501
mstraeb@gssnet.us * 954-850-6606

5/20/16

Table of Contents

A. COMPANY BACKGROUND 3

B. ALERT STUDIO 4

SECTION 1 OVERVIEW 4
SECTION 2 FEMA's IPAWS 5
2.1 Emergency Alert System (EAS) 5
2.2 WEA 5
2.3 HazCollect/ NWEM 5
2.4 COG-to-COG 6
SECTION 3 ALERT FM 6
SECTION 4 ALERT FM APP 6
SECTION 5 SMS & EMAIL 6
SECTION 6 SOCIAL MEDIA 6

C. GSSNET-EAS 6

SECTION 1. GSSNET -EAS EMERGENCY ALERT DELIVERY SYSTEM 6
SECTION 2 GSSNET DIGITAL EAS ENCODER 7

D. ALERT FM 8

SECTION 1 TECHNOLOGY HISTORY 8
SECTION 2 GENERAL SYSTEM OVERVIEW 8
SECTION 3 IMPLEMENTATION PLAN 11
SECTION 4 CUSTOMER TRAINING 17

E. PROJECT SCHEDULE 18

SECTION 1 GENERAL PROJECT SCHEDULE 18
SECTION 2 TRAINING 18

F. PRICING 19

SECTION 1 INITIAL ALERT FM SERVICE BUILD OUT COST 19
SECTION 2 ANNUAL SUBSCRIPTION/ MAINTENANCE FEE 19
SECTION 3 RECEIVER PRICING 19

G. REFERENCES 20

H. PRODUCT OVERVIEW SHEETS 21

SECTION 1- ALERT STUDIO OVERVIEW 21
SECTION 2- GOVERNMENT SYSTEM OVERVIEW 22
SECTION 3- ALERT FM RECEIVER OVERVIEW 23
SECTION 4- SMARTPHONE APP OVERVIEW 24

A. Company Background

Following the catastrophic events of Hurricanes Katrina, Rita, and Sandy, governments, universities, and corporations have recognized the need for a new emergency communication strategy required to deal with natural disasters and homeland security emergencies. Specifically, the citizens of Nassau County are under constant threat of weather, hurricane and other disasters and require an emergency notification system to save lives and protect property. The Alert FM service allows emergency managers to communicate with first responders and residents using multiple contact paths, it can be an asset before, during, and after a variety of natural or man-made hazards including hurricanes, tornados, flooding, wild fires, oil spills, train derailments, and earthquakes.

Alert FM is designed to provide redundancy using multiple and overlapping FM radio stations and several contact paths. Therefore, if one contact path or radio station is knocked offline during a hazard, residents can still stay informed via another contact path or FM radio station. Because the majority of ALERT FM service is software- based, there is a minimal hazard to the local environment. Most importantly, the ALERT FM service works when the cell and Internet network fail, usually the first to go. Further, the receivers are battery operated therefore if power is lost the citizen and first responders will continue to receive life-saving messages. The key to any effective and preventive response to identified threats or catastrophic emergency is not just highly trained response and intervention teams, but to have a redundant communication system in place so that urgent information quickly reaches the right people.

Global Security Systems ("GSS") developed the ALERT FM Service, an FM radio-based emergency alert and messaging system that enables emergency management personnel to create and send digital alerts and messages to targeted recipients. The single point to multi point messaging functionality of ALERT FM utilizes the redundant FM data signal of existing local FM stations to provide redundant emergency notification capabilities. It is a great complement to outdoor sirens and telephone-based mass notification systems whose performance can be adversely affected by network capacity issues and power outages which occur in emergency situations.

Currently, ALERT FM is deployed on approximately 450 FM radio stations in 17 states (including MS, LA, AL, TN, AR, NJ, AZ, MO, MI, CA, VA, SC, TX and FL) and Canada. The company is building out a nationwide, FM-based alerting network and Nassau County will be part of the buildout. The GSS team has experience in deploying and successfully operating a statewide emergency notification system In 2005, the State Office of Homeland Security for Mississippi awarded GSS a statewide contract to deploy the first phase of ALERT FM which included installing broadcast equipment on local FM radio stations and receivers in all 82 county emergency operations centers. In 2009 The Mississippi Emergency Management Agency secured HMGP (Hazard Mitigation Grant Program) funding to expand the existing brodcast system with additional FM transmitters for new signal and redundancy for the alerting network. Many Mississippi county emergency management agencies have purchased local access to ALERT FM for local emergency notification

In 2011, Alabama Broadcasters Association purchased the GSSNet CAP-EAS data delivery system with Alert Studio for the State of Alabama. It provides state- wide data delivery to all LP-1 and LP-2 radio stations. Message origination is handled by the Alabama Emergency Management Agency and the Alabama Department of Public Safety over time the satellite data delivery component of the system will be expanded beyond LP-1 and LP-2 stations. In December 2010 AEMA commenced a project to add ALERT FM to 8 additional counties in southern Alabama.

Further, in Louisiana implemented a statewide system of ALERT FM with radio station installations, systems testing, and customer acceptance in March 2013. Alert Studio was installed at all 64 parish EOC's, GOHSEP, Louisiana State Police, and multiple colleges/universities for message origination. Alert Studio functionality includes RDS text messaging, voice EAS, IPAWS, smart phone app, and social media. The system included the purchase of over 5000 desktop and wall receivers.

In 2015, Alabama Emergency Management (AEMA) using Hazard Mitigation funding implemented additional Alert Studio alert origination secure, web-based portals in rural counties in east central Alabama. Each county was given access to the system and 200 ALERT receivers were distributed. The counties will use ALERT FM for weather warnings, school closings, and other emergency information.

In 2011, the FCC issued a mandate requiring that all states update their EAS systems so that they can send and receive Common Alert Protocol (CAP)-based messages. As a means of helping states meet this requirement, GSS teamed with Sage Alerting Systems to launch GSSNet CAP-EAS system featuring Alert Studio. This system provides a complete end-to-end CAP origination, transport, and broadcast dissemination system. GSSNet CAP-EAS system uses the same FM broadcast network ("GSSNet") that transports information for ALERT FM plus satellite data delivery if needed. Alert Studio is a CAP-based origination tool that allows users to send CAP messages using GSSNet. Since its launch, 4 states have implemented GSSNet Alert Studio as their CAP compliant EAS system. In December 2011, FEMA's Responder's Knowledge Base certified and declared GSSNet Alert Studio CAP compliant system.

Over the years, GSS has fostered relationships with and gained support from the National Association of Broadcasters and State Broadcast Associations. These relationships have helped the company set up the GSSNet FM-station network, implement Alert Studio for EAS, and signed a partnership agreement with NextRadio to facilitate with cellular companies to use FM chips in cell phones for receiving alerts.

In recent months GSS has updated Alert Studio to allow users to use one origination tool to send messages to multiple contact paths including RDS, FEMA's IPAWS (including WEA, EAS, HazCollect, and COG-to-COG), SMS, Email, Twitter and Facebook, the ALERT FM smartphone app, and other emergency notifications systems, such telephone, digital signage, and sirens, using an API. Basically, one interface to send multiple message types. The new Alert Studio allows users to receive CAP-based messages from IPAWS.

GSS's experience and best practices, developed while deploying ALERT FM on statewide, local, and higher education levels in the United States and Canada will allow the company to quickly and effectively deploy its system across Nassau County, New York. The GSSNet FM station network across the United States will enhance the Nassau County system and may be used for seamless hurricane evacuation and re-entry communications to citizens around the Tri-State area. To reinforce this point, any ALERT FM receiver is capable of receiving information from any of the ALERT FM-enabled FM stations around the United States, so as GSSNet grows, so does the value of the system to each customer.

B. Alert Studio

Section 1 Overview

Alert Studio, part of the ALERT FM service, provides a secure, hosted, software portal that allows federal, state, and local emergency officials to create CAP formatted alerts and distribute them to multiple contact paths according to their needs. This software application allows emergency officials to use one interface to activate all of their emergency notification systems including, but not limited to, telephone notification,

digital signage, sirens, SMS, email, social media, mobile phone applications and ALERT FM. Alert Studio also has the ability to post and consume information from FEMA's Integrated Public Alert and Warning System (IPAWS) including WEA, EAS, HazCollect, and Collaborative Operating Group ("COG")-to-COG. See Section H- 1 (see page 21) diagrams the flow of information available with Alert Studio and Section H-2 (see page 22) explains what features are available to users.

Section 2 FEMA's IPAWS

FEMA's IPAWS is the federal CAP-based alert and warning system. It allows emergency officials to create and send alerts and warnings over multiple broadcasts and communication pathways. IPAWS can be used by federal, state, tribal, territorial or local emergency managers.

FEMA will use IPAWS to send Presidential Alerts, Personalized Localized Alerting Network (PLAN) messages, Amber Alerts or Imminent Danger alerts.

Alert Studio will allow state, tribal, territorial, or local officials to post information to IPAWS as well as consume alerts from IPAWS.

2.1 Emergency Alert System (EAS)

GSSNet- EAS allows authorized government emergency officials to originate and broadcast CAP based EAS alerts for TV, Radio, and Cable operators. The system features Alert Studio, a web-based secure portal, for message origination, and GSSNet for satellite data delivery.

GSSNet -EAS may be used in federal, state, and local origination environments, where EAS messages are originated as part of the EAS plan. The Digital EAS encoder is supported by nearly every 3rd party provider of EAS peripheral equipment, loggers, remote controls, automation systems, video character generators and RDS systems.

GSSNet-EAS will be further discussed in section C of this proposal.

2.2 WEA

WEA is the nation's Wireless Emergency Alert system that will allow emergency officials (including FEMA, DHS, and local officials) and the NWS to send emergency information directly to cellular devices. Citizens equipped with a WEA compatible phone will be able to receive this information on their cell phone at no cost to them.

Alert Studio will allow state and local officials to post emergency messages to WEA. Local residents will then receive these messages on their WEA cell phones.

2.3 HazCollect/ NWEM

HazCollect, the NWS's All-Hazards Emergency Message Collection System, is a comprehensive national solution for the centralized collection and efficient distribution of Non-Weather Emergency Messages (NWEMs). NWEMs created by government officials with public warning authority are distributed through the NWS dissemination infrastructure, NOAA Weather Radio All Hazards, other national systems, and to the nation's EAS.

A NWEM is a specialized form of an OASIS Common Alerting Protocol (CAP) alert. The CAP alert is sent to the HazCollect service via FEMA's Open Platform for Emergency Networks (IPAWS-OPEN) interoperability infrastructure. http://www.nws.noaa.gov/os/hazcollect/

2.4 COG-to-COG

Alert Studio via IPAWS will allow one Collaborative Operating Group ("COG") to send emergency information directly to another COG. This feature allows state, tribal, territorial, or local officials to easily share information with each other.

Section 3 ALERT FM

ALERT FM is an FM radio-based emergency notification system that allows emergency officials to send information via the data subcarrier of local FM radio stations to ALERT FM receivers. Messages might include Amber Alerts, school closings, evacuation notices and weather warnings. Messages can be geographically or organizationally targeted.

Alert Studio is the message origination tool for ALERT FM. ALERT FM will be furthered discussed in section D of this proposal. Diagram Section H- diagram 3 (see page 24)highlights the features of the ALERT FM receivers.

Section 4 ALERT FM App

Earlier this year, GSS launched the ALERT FM App, an emergency alert application for Apple iOS and Android platforms. This app will allow the user to receive geo-targeted weather warnings and local emergency information sent out via Alert Studio. The app offers a free content option and a $9.99 in-app purchase upgrade. Diagram H-4 shows the ALERT FM mobile application overview sheet.

Section 5 SMS & Email

Emergency officials can use Alert Studio to notify citizens, businesses, schools, and first responders of need to know information via SMS (text message) or email. The messages can be geographically or organizationally targeted.

Section 6 Social Media

Emergency officials can use Alert Studio to post emergency information to their social media accounts including Facebook and Twitter.

C. GSSNet-EAS

Section 1 GSSNet -EAS Emergency Alert Delivery System

GSS has been broadcasting satellite and internet alert data using GSSNet since 2005. GSSNet provides a perfect solution for entities that require economical and reliable audio and/or high-speed data delivery to multiple locations. The system uses a one-way satellite network to deliver CAP-based text and audio (if required) EAS messaging to Radio, TV & Cable stations. This satellite data delivery occurs much quicker than traditional delivery using daisy chains to various broadcast stations. I/P connectivity has been used in some cases.

CAP-EAS message origination and system administration is handled through Alert Studio, a secure web-based application. Paired with terrestrial Internet, GSSNet satellite data delivery provides redundant CAP-EAS message data delivery for both message origination and delivery to the broadcast stations.

GSSNet uses an approximately 1-meter satellite receive dish with a digital receiver for the broadcaster's site. CAP-EAS messages are then passed to the Digital EAS Encoder for broadcast over the air. The

system features the ability to provide large amounts of information and a combination of various forms of audio and data. It is also fully scalable so bandwidth upgrades at the system level can be accomplished in minutes.

Section 2 GSSNet Digital EAS Encoder

The Digital EAS Encoder is a 2U rack mount device that serves as the gateway between the EAS network and one or more CAP sources, broadcasters, or state EAS origination points. By receiving alerts via the Internet, satellite and traditional EAS system, the encoder provides transport redundancy to help assure the public receives broadcast alerts even when segments of the telecommunications infrastructure are down.

The encoder is self-contained, and is designed for long term unattended deployment, using no fans, hard drives, or other moving parts. Flash storage and use of the Linux operating system allows the encoder to perform complex software functions and keep up with changing interface requirements.

The Digital EAS Encoder can be controlled via a thin client web browser. Setup is performed by pushing a setup file into the encoder via a browser. The settings are currently edited using a thick client Windows program, which will be replaced by a browser interface in the near future.

The encoder includes the ability to convert text to speech. It can also retrieve audio from a CAP URI or embedded audio sent through one-way satellite or other multicast service using the CAP URI element. The Digital EAS Encoder can be controlled via a browser interface. Using the CAP 1.2 protocol and standard access methods, it can receive CAP alerts from a variety of sources.

Hardware Features

- 10/100 Base-T LAN support.
- 2 USB connectors for printers, additional serial ports, future expansion.
- Four new GPIO inputs and one additional contact closure for expanded control.
- AES/EBU Digital Audio Interrupt with active switching.
- 64 MB onboard storage for log files.
- Optional USB memory stick(s) for up to 8 GB long term storage of alert audio.
- Totally solid state memory storage for reliable operation – no hard drive.

Software Features

- Web-Based control – all settings and functions can be performed from anywhere on the internet, including initiating or forwarding alerts, and changing configuration.
- Several layers of security are provided, including IP access lists, HTTPS/SSL is used to encrypt all access.
- Software is stored in FLASH and is updatable via the LAN or the USB interface.
- Text and audio logs are available via the web interface page.
- Alert audio for originated alerts can be transferred via the web interface.
- Alert audio for a pending alert to relay can be previewed via the web interface using streamed audio.
- Any of the audio monitor inputs can be streamed to the web interface.
- The Digital ENDEC can trigger the relay of an alert, or the generation of Weekly Test or any other alert, via interface to common station automation programs on the serial port, via the LAN, or its GPIO interfaces.
- The ENDEC can optionally send email when important events occur, such as sending and receive alerts, loss of input on a monitor receiver, etc.

When used in an EAS role, the Digital EAS Encoder uses CAP 1.1 and various ad-hoc standards for encoding EAS messages. The encoder can also be used with other CAP profiles, such as CAP-CP.

D. ALERT FM

Section 1 Technology History

Radio spectrum is a lot like real estate. The portion of spectrum controlled by an individual or corporation can be viewed as vacant land. For most of its history, the broadcast industry benefited from the fact that it was the only medium capable of providing adequate and reliable signal coverage over a large area.

Beginning in 1955, broadcasters were permitted to use subcarriers for voice and data (also known as the Subsidiary Communications Authority or SCA). Many leased the space to various reading or language services. It was also common to use a subcarrier to provide data returning from the remote control unit at the transmitter site.

In 1985, the founders of Global Security Systems became involved with the technology called numeric MBS protocol (predecessor to RDS/RBDS). The GSS founders played a very important role in lobbying to have RBDS become an approved and accepted standard in the United States. In 1993, the Radio Broadcast Data System (RBDS) standard was introduced as a means of using the subcarrier to broadcast specific information that permits a receiver to tune stations.

Since 1993, other accomplishments include: working for RDS/RBDS approval in the U.S (1993), manufacturing the only RBDS FM data receiver in the U.S., installation and testing of the FM system in over 20 foreign markets, installation of an 11-State system on the Pacific Coast of the US, and negotiating and signing of the world's first exclusive arrangement between an equipment manufacturer and a wireless communications carrier.

Today, Global Security Systems is a system integrator, service provider and manufacturer of the ALERT FM emergency alert and messaging system. The product "ALERT FM" provides secure transmission of critical messages to a single or multiple destinations, layered by "need to know" groupings. The technology used includes FM broadcasting networks coupled with the proven RDS data infrastructure.

Section 2 General System Overview

ALERT FM allows designated emergency management personnel to create and distribute targeted alerts and messages to emergency responders, citizens, and businesses. ALERT FM provides secure transmission of a single point to multipoint messaging, layered by "need to know" groupings based on an existing communications infrastructure – the existing nationwide FM broadcasting network. The system provides access to a 128-bit encrypted information transmission medium with multiple redundant backup transmitters and regional coverage without the nodal vulnerability of other communication systems. It is not necessarily designed to replace other communications systems but to complement them with a reliable and secure ALERT FM emergency messaging capability.

The system uniquely identifies all receiving units by utilizing its equipment's "primary identifier" and a programmable (over the air) identifier. The customers' emergency operation centers define the ALERT FM receiver groupings to receive messages for any given circumstance. Further, the system is programmed to provide "Grid Alert" (defined geographical area) messaging capability, which will give the customers the ability to send alerts and messages to receivers which are in a specified geographical area. This so called "all call" will send alerts and messages to all receivers within this defined geography.

Key features of ALERT FM are:

1. Alert and messaging capability occurs between the emergency operation centers and remote wireless devices (ALERT FM receivers) distributed around the county or region.

2. A secure, managed and web-based administrative portals control message origination, group creation and management, and sub administrative capabilities to allow multiple users to use ALERT FM. Administrative portals detail message delivery with time, date, and sender. Each of the users would have licensed use of a portal for message origination and administration under this proposal. The portal can be accessed by a computer with an internet connection or by smart phone devices such as IPhone or Blackberries.

3. Logins are secure and controlled by Nassau county to prevent unauthorized issuance of alerts.

4. Single point messaging to multi-point end users (ALERT FM receivers) allows county officials to reach all the receivers across the county or out of state with alerts and messages in less than 60 seconds. GSS can allow messages to be sent to FM transmitters outside of Nassau county. Individual county portal alert and messaging rights will be limited to their local geography. Customized messages can also be sent to groups of receivers held by first responders, citizens, or any other group defined by the customers. Each ALERT FM license includes 100 receiver groups to an unlimited number of receivers, and additional group codes may be purchased if necessary.

5. The ALERT FM receivers will each be uniquely addressable allowing communications with the county or portals from other states or local governments. All ALERT FM receivers will work with all other portals by simply programming the local group codes into it. This makes ALERT FM an ideal solution for citizen communication before and during disaster evacuations which might take Nassau County residents into surrounding states. Group codes can either be published for public use or kept private for use by law enforcement, emergency management or parish or campus administration. ALERT FM receivers can store up to 30 separate group addresses and 30 separate services like severe weather warnings from the NOAA. Both the fixed and mobile receivers operate on both A/C and battery power.

6. ALERT FM receivers are able to roam around the county without losing the addressability and message receipt capability. Receivers automatically tune to the strongest FM signal in their location without user interdiction. The battery life of the mobile receiver is up to two months using a standard "AA" battery. Identical messages are suppressed to the user.

7. ALERT FM uses equipment placed at existing FM-radio transmitters to allow messages to reach customers' desired recipients. The FM license agreements with each station will be obtained and maintained by GSS. FM stations will be chosen by GSS to ensure fully redundant coverage across Nassau County.

8. Data from the customer administrative portals is delivered via satellite to each FM station for distribution to the receivers. This provides a secure, end-to-end data delivery system without the hazard of data being delivered by terrestrial Internet to each station.

9. The propagation characteristics of the FM signal will provide reception for the receivers even inside buildings.

10. GSS currently has three receivers available for purchase (mobile, fixed, and USB). Description of these receivers can be found in Diagram H-3. Future receiving devices can be any unit capable of inclusion of the GSS proprietary hardware & software and has an alphanumeric readout capability (e.g. consumer devices, car radios, and cell phones). GSS is working with consumer device and mobile phone makers to integrate the ALERT FM technology into their products.

11. Simultaneous message reception by targeted group of receivers occurs within 60 seconds (as defined by receiver battery charge preservation cycle) of transmission. No telephone network capacity issues limiting the number of calls per time frame.

12. ALERT FM uses CAP messaging protocol in its administrative portals so each is capable of being integrated into existing EAS capabilities. The system is capable of receiving messaging data from Federal systems like IPAWS-Open from FEMA and HazCollect from the National Weather Service. ALERT FM is also capable of being integrated into other emergency notification systems via an API.

13. Automated severe weather warnings from NOAA are sent directly to ALERT FM receivers without action from customer portals. Receiver owners must "opt-in" to receive such severe weather warnings by adding the appropriate parish codes to their device.

14. Messages may be monitored using dedicated monitoring hardware and receivers for specific geographies or organizational groupings.

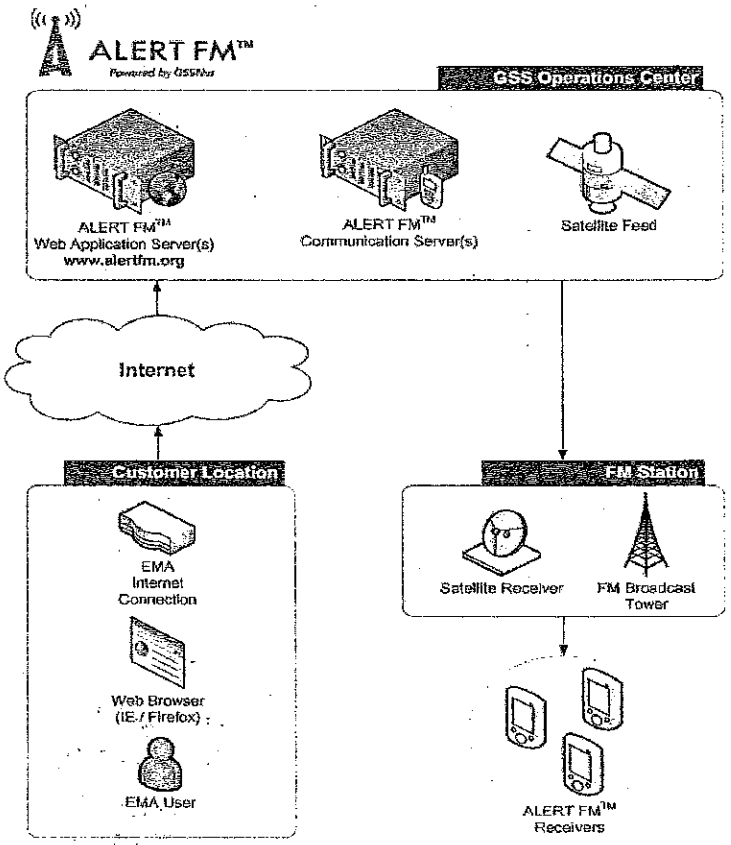
Nassau County will benefit greatly from this proven emergency notification system and is an ideal environment for its use in light of the frequent severe weather and other emergency events which do arise. Nassau County has abundant FM broadcast stations which in aggregate have a footprint covering the entire state with multiple redundancies. The customer's emergency management officials coordinate with all other emergency response agencies and act as the central command center for alerts and messages affecting the county. ALERT FM allows alerts and messages to flow from these emergency officials to different receivers with different access. The key to the system is that it ensures "the right people get the message" immediately and simultaneously in order to mobilize the appropriate response to whatever the alert circumstance dictates.

Graphic 1 shows the proposed ALERT FM system for Nassau County. The system will provide:

1. An ALERT FM portal for message origination, user entry, and group management. This portal is hosted in a professionally managed data hosting centers with redundant backup in the Southeast United States. The satellite uplink is hosted and managed by a professional service provider in the Southeast United States. Electronic security is provided for all servers through firewalls.

2. Existing FM radio broadcast towers from which to select primary and redundant broadcast sources. These FM broadcasters can be commercial, public, or government owned.

3. ALERT FM receivers



Graphic 1 – ALERT FM

Section 3 Implementation Plan

3.1 Infrastructure and Equipment Deployment

The ALERT FM system deployment plan is broken down into three distinct phases: System Analysis and Site Selection, Equipment Installation, and System Testing and Validation. This section describes in summary the first two phases. The third phase System Testing and Validation is described in detail in Section 3.2.

The existing FM radio infrastructure of New York will be used to provide the communications platform. There will not be new communications sites installed; only modification of existing infrastructure. GSS will install a receive-only satellite dish and receiver and a proprietary GSSNet digital encoder in the specified FM stations to transmit the ALERT FM signal.

3.1.1 System Analysis and Site Selection

During the System Analysis / Site Selection phase, GSS refines system requirements with the customer and does a detail site evaluation for the county Emergency Operations Center and candidate FM Broadcast stations. It then inventories the ALERT FM receivers for future distribution.

3.1.1.1 Emergency Operations Centers

Internet access is mandatory to access the Alert Studio portal for administrative work or message creation and distribution. Alert Studio is hosted in a professional hosting environment with backup Internet connectivity. GSS will conduct an onsite survey of the customers' emergency operations centers to determine the optimum placement of ALERT FM receivers. GSS will advise the customer to install an external antenna if FM reception cannot be obtained in an emergency operations center. GSS will provide training for each customer emergency operation center.

3.1.1.2 FM Stations

GSS will select the list of FM stations and alternate station choices based on signal footprint and the present emergency network. GSS will perform pre-site surveys at all prospective FM radio stations. The information accumulated includes transmission capabilities, geographical tower location and backup power. During the survey GSS will work out installation and scheduling requirements with the FM station engineers consistent with system requirements. Follow up coordination with the station engineer and appropriate station management will continue throughout the implementation, operation and testing. Based on the station survey information, GSS will create a database with all relative information. Site photos are scanned into files and indexed to the particular radio station along with maps of studio location, tower directions, etc. This information is used to generate a list of equipment for each location along with diagnostic, maintenance and training manuals.

Implementation of equipment at each station takes less than one day, and the FM transmitter is not disabled during the implementation. The FM stations are free to use the data encoder in whatever way they please when there are no alerts or messages sent out via ALERT FM. Some stations set their encoders to display artists, song titles, or station call letters.

The stations are chosen by GSS broadcast engineers based on the signal coverage area and geographical location. Equipment premises agreements are conveyed to the FM station owners. The sub-carrier support employee ensures that all agreements are secured to speed the total station installation schedule. In general for the emergency broadcasts by universities, broadcast priority rights are established under FCC 47cfr11, dated 7 March, 2003 (specifically subsections 11.20, 11.21, 11.33, 11.44, 11.47).

3.1.1.3 ALERT FM Receivers

GSS currently has the following versions of ALERT FM receiving devices. More information on these receivers can be found in Section H of this proposal.

- ALERT FM Receiver- mobile receiver
- ALERT FM Wall Receiver- fixed receiver (approximately 7.5" by 10" – ideal for classrooms, hallways, or other public venues.) Fully supports special needs components such as bed shaker, and has strobe light and speaker on device.
- Consumer devices and mobile phones with specified operating system and FM receiver chip. Currently the ALERT FM application is available for pilot download to phones with these specifications. Alerts and messages appear to be delivered via SMS, but they are delivered to handset via the FM chipset. GSS has signed a partnership with NextRadio to facilitate working with cellular carriers and consumer device makers to expand the number of handsets and devices that carry the ALERT FM application.

All ALERT FM receiving devices are capable of manual group programming, and some units can be programmed over the air. All devices are capable of receiving specific addressing (up to 30 unique addresses) which will allow messages to be received on a "need to know" basis. All receivers are designed to automatically tune to the strongest FM signal in their location. All receivers with the exception of the ALERT FM USB receiver are A/C powered with battery backup, so they are fully functional in power outages. All receiving devices will come with standard warranty, and none have recurring fees associated with their operation. GSS will continue to provide new and advanced ALERT FM receiving devices in the future.

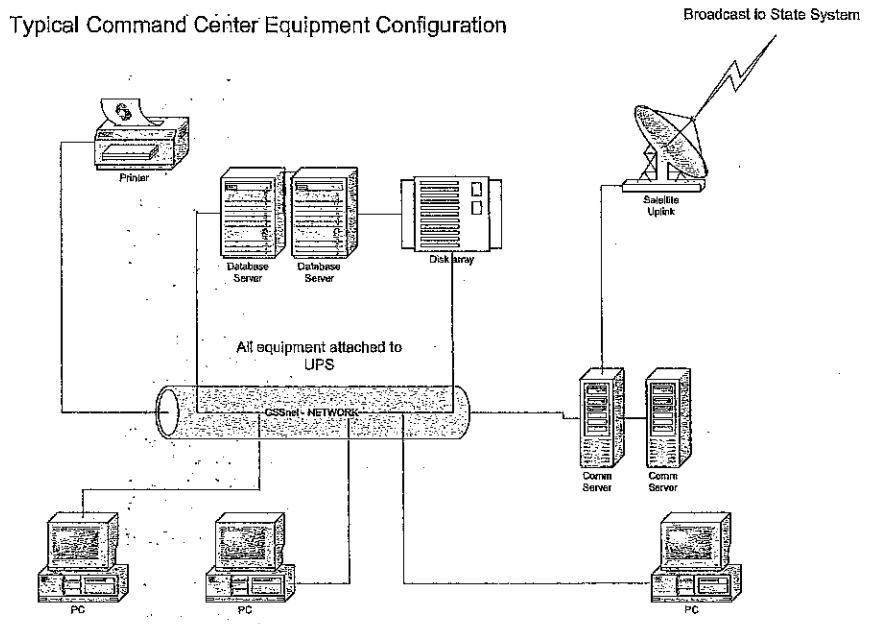
3.1.2 Equipment Installation

3.1.2.1 Emergency Operations Centers

Emergency operations personnel access their web based Alert Studio portal via a secure login. This portal can be accessed via any computer with Internet access and some smart phones whether in the emergency operations center or not. No additional equipment is necessary to be installed to access ALERT FM.

GSS recommends installation of an ALERT FM Receiver or USB Receiver at all emergency operations centers to validate receipt of ALERT FM messages. GSS personnel will work with customer EOC representatives to determine the most appropriate ALERT FM receiver for that location.

A typical Emergency Operations Center equipment configuration is shown in Graphic 2



Graphic 2 – Emergency Operations Center Configuration

Testing will be conducted as receiving equipment is installed to ensure FM reception and message receipt. Installation and test scheduling will be coordinated with the customers to ensure proper operation of ALERT FM.

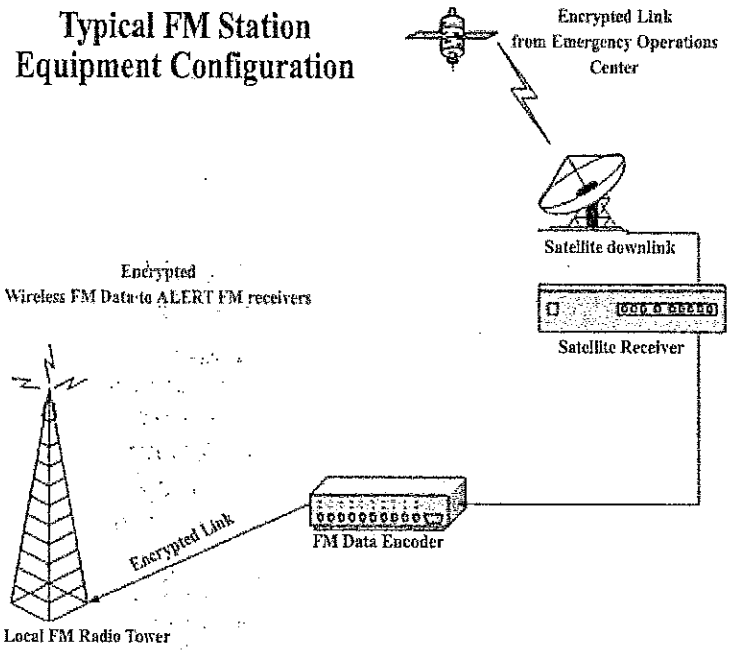
3.1.2.2 Designated FM Stations

Satellite communications "Receive-Only" dishes are mounted at each FM transmitter location before installation of the GSSNet transmission equipment takes place. All components are tested in house prior to transport to prevent complications in the field. The GSS broadcast engineer transports all necessary

components, established during the survey, to the appropriate locations. A GSS broadcast engineer performs the installation of equipment in coordination with the station engineer. The GSS engineer will train the station's local broadcast engineer on the functionality of the equipment.

When installation is complete, the on site engineer will run predetermined tests on equipment and monitoring system to ensure system stability and readiness. Local and satellite tests will be performed to confirm transmission link integrity. All equipment will be connected to un-interrupted power supplies (UPS) and tested. Tests utilizing a wireless device will also be performed while in contact with a GSSNet dispatcher for communication link verification. All installation documents will be updated and reviewed to ensure quality control.

A typical FM Station equipment configuration is shown in Graphic 3:



Graphic 3 - FM Radio Station Configuration

3.2 System Testing and Validation

The System Testing & Validation program consists of three levels of testing – receiver testing, radio station testing (interfaces and data links) and system level testing/validation (end to end system capabilities and requirements tests).

3.2.1 ALERT FM Receiver Testing

Prior to shipment to each customer, GSS will physically inspect each ALERT FM receiver, power each unit up, and run them through in-house testing. All signal and impedance levels are examined for each unit.

GSS will assist the customers in developing the group codes for receivers, and the company can address the receivers for each customer for an additional fee.

GSS has a desktop software tool for programming the groups into the fixed and mobile ALERT FM receivers. GSS will assist each customer in installing the programming tool upon request, and this will help save the customer time. Programming of the group codes on the receivers is the only data entry required by the user.

Once the receiver is placed at the customer emergency operation center, the units will automatically tune themselves to the strongest FM signal available to it at that location.

3.2.2 Radio Station Testing

The Receive-Only dish will be run through various tests to ensure operation. The proper installation and mounting of receiver and dish will be reviewed to ensure optimal signal strength and reception. All grounding, external and internal wiring of the dish and weather-proofing will be checked and integrity confirmed. Receiver indicator lights will be checked and confirmed functionally operational. The message loop test including the command center will verify reception from command center interfaces.

The FM Radio Station configuration will then be run through various tests to ensure operation, the following will be checked:

- Interface cables and connection to the transmitter
- Transmission levels
- Signal to Noise Ratio
- Injection Levels
- Functional operations

A test message from a customer ALERT FM portal will be sent for broadcast system testing, verifying receipt by the receive-only satellite dish and receiver, processing by the encoder and broadcast. The message will be verified with a designated wireless device held by the GSS engineer.

3.2.3 System Level Testing

The System Level test program is designed to verify and demonstrate all of the ALERT FM capabilities as well as, demonstrate the fault tolerant nature of the system design – the message always gets through. GSS will work closely with the customers' representatives to generate test scenarios, which simulate real crisis situations and historical anomalies, which may have limited the agencies' effectiveness in the past.

Building off of the subsystem testing the initial system test will demonstrate the end to end functionality of the system ensuring that message transmission from the customer ALERT FM portal is accurately and timely received at all locations and end user sets. The main satellite link performs a watchdog monitoring, automatic, self-test every 60 seconds, 24 hours a day. If the satellite link fails, the system will automatically switch to an alternate transmission path at a remote location. GSS personnel will be notified.

After establishing that the satellite and FM broadcast communications are sound, the functionality of the entire system is progressively tested to demonstrate the full system characteristics and satisfaction of all system requirements. More specifically:

a. Message transmission to the predefined groups defined by the customers clearly demonstrating non group members ***does not*** receive the message.

b. Accurate messaging.

c. Reprogramming identifiers and redefinition of groups.

d. Message transmission demonstrating priority layering and sublevel alerting.

Again the tests will be designed to simulate real alert situations where appropriate, demonstrating the system capabilities and providing a simulated operational environment to evaluate the effectiveness of the system when deployed. The customer emergency operations centers will send out specific messages to all units in a test group. One test group will include numerous wireless devices in many locations throughout the state. Many different levels of messages will be confirmed sent and received to these units, demonstrating end user reception regardless of location in the designated target areas.

Designed into the test scenarios will be system failures, which demonstrate the fault tolerance of the system and the system failure notification/monitoring capabilities. The principal goal of these tests within the system test program is to demonstrate the system's ability to "get the message through" in stressed situations while keeping emergency management personnel informed of the system integrity. Again, real life scenarios, created with customer assistance, will be used to simulate crisis circumstances where failures may occur and critical personnel must receive time sensitive messages.

The test program will, with customer concurrence, utilize operations personnel in there operational capacity. The concept is to provide a platform for training and to check out/finalize operational procedures.

3.3 Operational Procedures and Maintenance

The detailed operational procedures will require integrating the ALERT FM equipment operations into existing customer procedures. If no equivalent procedure exists, GSS personnel will work closely with customer respectively to generate or expand existing procedures. All procedures at the designated emergency operations centers will be reviewed and if necessary modified to integrate the ALERT FM capabilities as they may affect operations at individual sites.

The ALERT FM system for Nassau County is fully complementary of the system in other states. An ALERT FM receiver based in New York will be fully functional out of the state as long as that unit has the appropriate addressing for the local area. It is possible for Nassau County officials to coordinate with GSS to send messages across the entire ALERT FM network around the United States to specified group codes for message delivery. This would be helpful to coordinate communication with residents during hurricane re-entry. GSS recommends working with other state emergency management organizations to develop procedures for alerting citizens in the event of an evacuation. Such procedures would identify the roles of the states, counties, and cities which have access to ALERT FM. Such procedures would assure optimal performance of the system in times of great usage.

3.3.1 Technical Operations Support

Nassau County will have operational access to all of the FM stations on the network across the county and beyond. GSS remotely hosts and operates all licensed Alert Studio portals.

Standard manuals will be provided for all Alert Studio portals and ALERT FM receivers.

System integrity/validation tests to be executed periodically will be defined and programmed into the system procedures to continuously ensure system readiness. The test will be structured to be a lower priority than alert messaging to ensure no conflict can arise in the event of an untimely priority alert.

The GSS monitoring system will keep the customers' officials abreast of any issues on a 24-7 basis and GSS personnel will be available to assist any of the customer personnel if necessary. The complete system will be inspected on a semi-annually basis.

The information systems employed to support the communications network will be maintained under the guidance of the customer and will require no ongoing support contract. System upgrades and security patches shall be provided at no additional cost. There will be no client system software installation on equipment belonging to the customers. Integration of existing systems for the purposes of extending those systems capabilities will be limited to exchange of message data and does not constitute development for or support of existing systems. (i.e. notification from 911 systems to ALERT FM system). Expansion of coverage areas beyond the scope of this RFP is not covered in these requirements and would constitute a new and unique contract.

3.4 System Reliability and Usability

ALERT FM will operate 24 hours per day 7 days per week without interruption. Power interruptions will be protected by utilizing existing or backup power supplies on the portal, satellite, and FM communications infrastructure; all communications will have the ability to continue to operate normally during of a full scale power failure. The satellite data uplink operates at 99.99% with the receive sites operating at a minimum of 99.95%.

The Alert Studio portal and receivers are all "user friendly" and do not require significant training for customer operations personnel to become proficient. FM messages are delivered from the customer portals to receivers within 60 seconds.

All receivers are warranted for 90 days after delivery to customer.

Section 4 Customer Training

After the FM stations are installed and the administrative portals are activated, the Customer Service Team will contact Nassau County to schedule portal and receiver training. Training will be conducted on site or via webinar, and it takes between one and two hours. Each training session includes a PowerPoint presentation on portal use and programming receivers. Follow-up training for each customer using web conferencing, teleconference, or in-person is available upon request.

As new portal functionality becomes available, training will be provided for portal administrators. Such new functionality might include a new portal version, a new message contact path (e.g. smart phone), or new message history interface. Contact with portal administrators will occur using email and direct telephone call regarding the need for new training.

E. Project Schedule

Section 1 General Project Schedule

It is estimated that the equipment installation at all 9 FM stations will take between 60-90 days.

Figure 4 shows a typical project timeline breakdown:

Phase	Timeline	Tasks
Phase 1 Evaluation and Analysis	0-15 days	▪ System Analysis and Site Evaluation ▪ Emergency Operation Center Evaluation ▪ Evaluate possible FM station candidates ▪ Inventory FM receivers
Phase 2 FM Station Installation and Message Origination Portal Set up	15- 60 days	▪ FM Station Installation ▪ Web-based portal is set up *Implementation Team meets with the Nassau County to determine administrators, sub administrators, and private and public groups *Nassau County provide implementation team with logo or shield
Phase 3 Testing and Training	45-90 days	▪ EOC Test and Evaluation ▪ Unit or Equipment Testing ▪ Subsystem Testing ▪ System Testing and Validation ▪ System Training for Nassau County

Figure 4

Section 2 Training

After the stations are installed and the portal is configured, GSS will contact Nassau County to schedule the portal and receiver training. GSS will handle this initial training on site or via webinar, and the training takes between 1 and 2 hours. Training will include standard training manuals for both Alert Studio and the ALERT FM receivers.

F. Pricing

Section 1 One-time build out fees for a single FM broadcast site facilitating complete operational capability of RBDS, allowing FM/RDS message transmission from Alert Studio managed web portal described in this proposal document (see Section 1.1 and 1.2). The broadcast equipment facility is described in this document (see section 1.3 below). It includes system design, network equipment, installations and agreements for implementation. Unit price for build -out of broadcast stations to provide RBDS coverage to approximately one-third (1/3) of Nassau County's total population.

Pricing for one-third of the County population $550,000.00 USD.
Deliverables:

1.1 **Alert Studio web portal-**
GSS will provide one Alert Studio message origination portal that will allow secure users to create and manage groups; create and manage users; and create and distribute emergency messages.

1.2 The one-time build out fees includes:
a) RBDS messaging system
b) IPAWS server access: including access to EAS, WEA, HazCollect (NWEM), and COG-to- COG messaging
c) ALERT FM smartphone app access
d) Twitter messaging
e) Facebook messaging
f) 25 ALERT FM Wall Receivers
g) 200 ALERT FM Mobile Receivers

1.3 **Broadcast Site Equipment**
The cost also includes the installation of broadcast equipment at 9 FM broadcast stations across Nassau County. All broadcast equipment software and related intellectual property rights (including applicable know-how) will be licensed to Nassau County for a term of one year.

Section 2 **Annual Subscription/ Maintenance Fee**
The annual subscription/ maintenance is ~~$[illegible],000~~ and is listed in section 1.

$50,000 FVP

Section 3 **Receiver Pricing**

We offer an AC/battery operated mobile receiver and a wall mounted receiver.

3.1 **Mobile Receiver Pricing**
Receiver Pricing Per Unit- $45.00
Receiver Tiered Pricing
QTY: 500-1999 $40.00 per unit (delivery dependent on inventory)
QTY: 2000+ $35.00 per unit (delivery dependent on inventory)

3.2 **Wall Receiver Pricing**
Receiver Pricing Per Unit- $350.00
Receiver Tiered Pricing
QTY: 100+ $325.00 per unit

FVP

G. References

1) **Chris Guilbeaux – Deputy Director**
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, LA 70806
225-925-7333
Christopher.Guilbeaux@la.gov

System Description: Full statewide system implementation of FM radio station installations, systems testing, and customer acceptance in March 2013. Alert Studio installed at parish EOC's, GOHSEP, Louisiana State Police, and multiple colleges/universities for message origination. Alert Studio functionality includes RDS text messaging, voice EAS, IPAWS, smart phone app, and social media. Installed system also included the purchase of over 5000 desktop and wall receivers.

2) **Greg Flynn- Public Information Officer**
Mississippi Emergency Management Agency
P.O. Box 5644
Pearl, MS 39288
601-933-6362
gflynn@mema.ms.gov

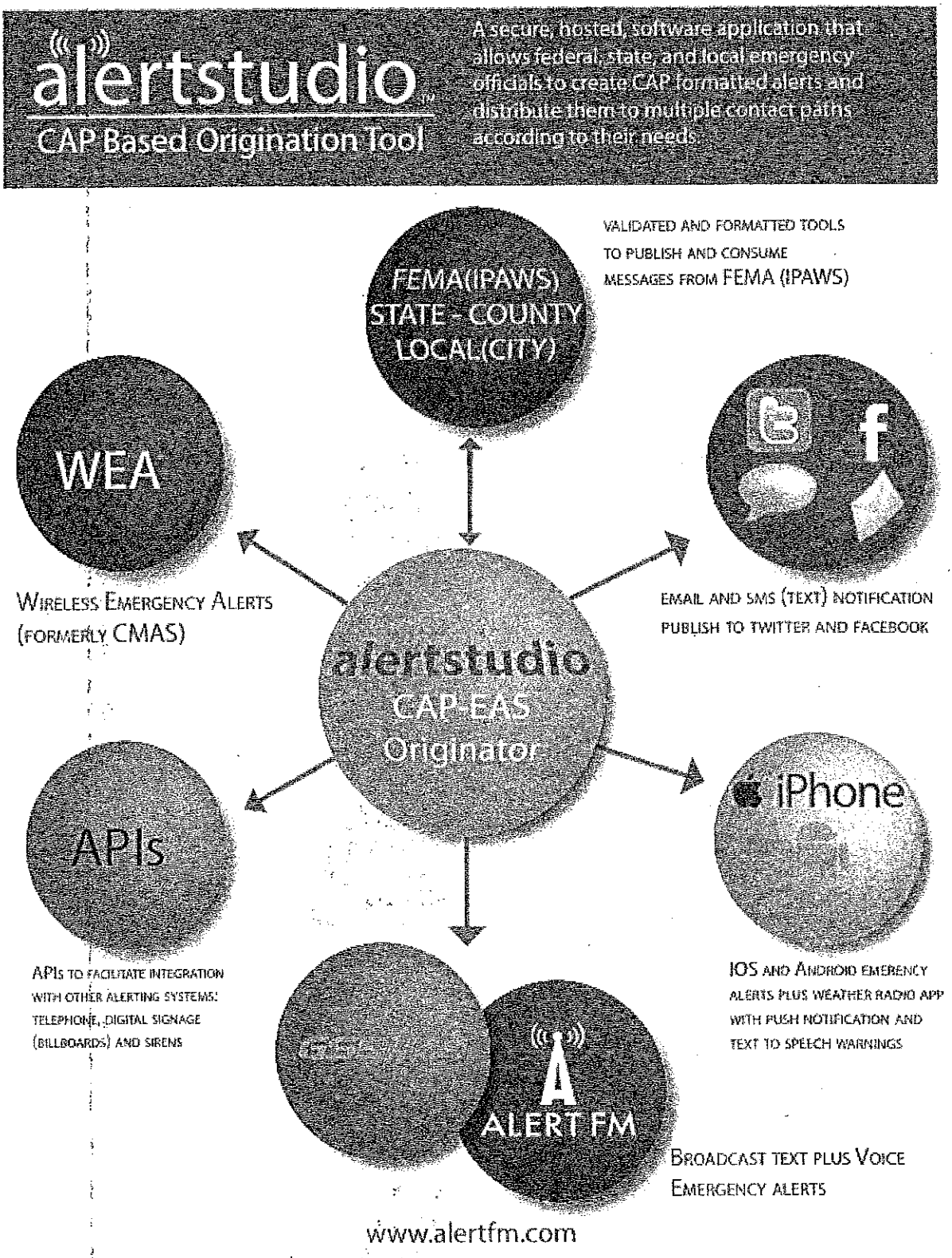
System Description: Day to day use of ALERT FM for the state of MS is handled by MEMA. MEMA uses ALERT FM for contacting specific county EOC's and also citizens in areas affected by emergencies. In 2009, MEMA secured funding to add additional FM transmitters across the state for fully redundant coverage.

3) **Jeb Hargrove – Communications Manager**
Alabama Emergency Management Agency
P.O. Drawer 2160
Clanton, AL 35046
205-280-2222
jeb.hargrove@ema.alabama.gov

System Description: In 2009, AEMA was awarded funding from the National Weather Service Rural Community Alert Program to install ALERT FM in 9 rural counties in west central Alabama. Each county was given access to the system and 450 ALERT receivers were distributed between the 9 counties (50 each). The counties will use ALERT FM for weather warnings, school closings, and other emergency information. In December 2010 AEMA commenced a project to add ALERT FM to 8 additional counties in southern Alabama. In 2015, AEMA expanded the project by 22 Alert Studio portals and addl. FM stations.

H. Product Overview Sheets

Section 1- Alert Studio Overview



Section 2- ALERT FM Government Overview Sheet

ALERT FM

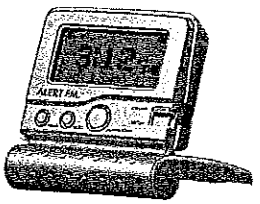
Powered by GSSNet

VOICE AND TEXT EMERGENCY NOTIFICATION

Satellite Fed and Broadcast Based

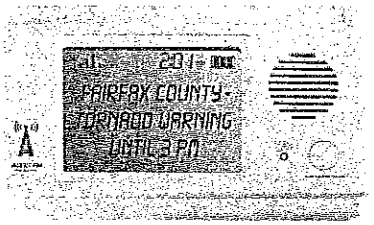
Government Applications

FM Radio Text Messaging
Send geographic (zip codes, counties/parishes, or state) or organizationally (citizens, first responders, schools, or government personnel) targeted messages in 60 seconds or less to dedicated fixed or portable receivers via the data subcarrier of local FM radio stations. Overlapping FM radio signals help ensure that there is always service even when other communication systems are disrupted.



ALERT FM Receiver

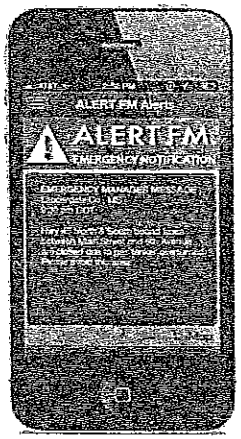
ALERT FM App for iOS and Android
Send text alerts to citizens who have downloaded the ALERT FM App on their Apple iOS (iPhone, iPad, or iPod) or Google Android (smartphone or tablet) device. Residents will also have access to current and extended weather forecasts, radar updated every 5 minutes, and advisories, watches, and warnings for up to 5 saved locations plus the current location determined by the phone's GPS.



ALERT FM Wall Receiver

Voice-based Emergency Alert System ("EAS")
Use GSSNet- a satellite data delivery system- to send EAS messags such as Amber Alerts, weather alerts, and evacuation information across state and/ or local AM/FM and TV broadcast signals.

Social Media
Post emergency information to your organization's Facebook page and Twitter feed without having to separately log in to each site.



ALERT FM App for iOS & Android

Wireless Emergency Alerts ("WEA")
Send text alerts to citizens using WEA compatible cell phones.

FEMA's Integrated Public Alert and Warning System ("IPAWS")
Post and consume messages directly from IPAWS.

SMS (text message) and Email
Send text messages and emails to citizens that sign up to receive emergency information.

Why Choose ALERT FM?

- FEMA Certified
- Complete End-to-End System
- Government officials control message content
- Common Alert Protocol ("CAP") based
- One Message Origination Portal simultaneously sends alerts to multiple contact paths
- Automated NWS severe weather warnings included

www.alertfm.com

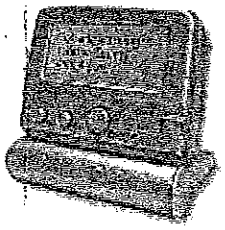
Section 3- ALERT FM Receivers Overview

ALERT FM

Powered by GSSNet

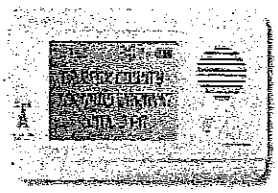
FM Radio-Based Alert and Messaging System

ALERT FM Receivers are an inexpensive devices which receives potentially lifesaving emergency alerts and warnings. These alerts and messages could include NWS severe weather warnings, homeland security notices, hurricane evacuation instructions, Amber Alerts, or school closings. The emergency information is sent out by federal, state, or local government agencies or by companies wishing to distribute information. There are mobile, fixed and USB receivers available.



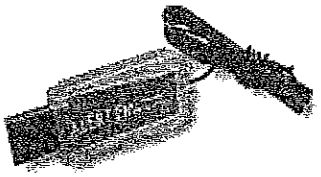
ALERT FM Receiver

Size: 3"x3"x1"
Battery Life: Up to 2 months
Accessories Included:
A/C Wall Adapter



ALERT FM Wall Receiver

Size: 12"x8"x.7"
Battery Life: 3 years (standby)
Accessories Included:
Built-in FM Antenna



ALERT FM USB Receiver

Size: 3"x1x"x1/2"
Battery Life: none needed
Accessories Included:
Built-in FM Antenna

FEATURES	BENEFITS
*No recurring subscription fees	*Inexpensive device to own and operate
*Programmable for up to 30 addressses including zip codes, local or state government, or organizational groups	*One receiver can be used for multiple geographic or organizational sending sources
*Automatically tunes itself to the strongest FM signal	*Excellent message receipt
*Programmable for NWS severe weather warnings	*Broad range of messaging content included
*Programmable for up 30 additional messaging services	*Additional messaging content will be available in the future

www.alertfm.com

Section 4- ALERT FM Mobile Applications

ALERT FM
Powered by GSSNet

ALERT FM for iOS and Android

What You Get For Free

* ALERT FM federal, state, or local alerts for your ALERT FM home county/parish pushed to your phone

*Current forecast and adverse weather information for your current location and up to 5 saved location

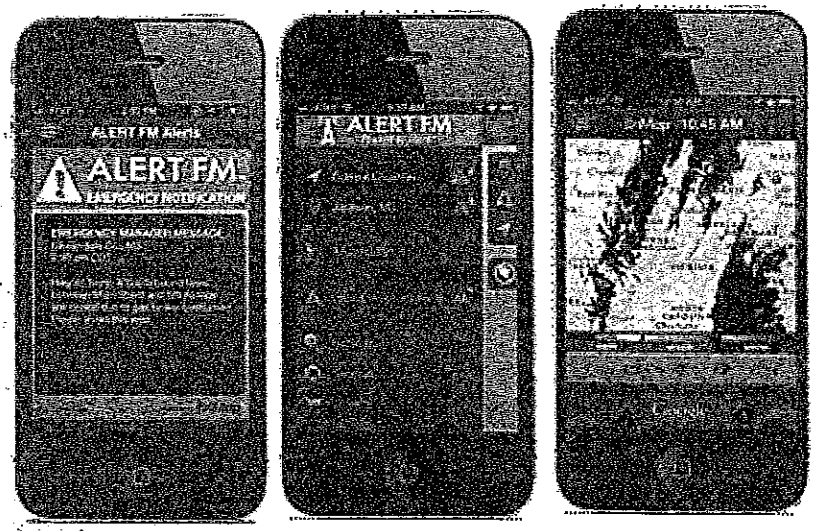
*iMap weather radar

In-App Purchase

* Full Weather Radio $9.99
push weather notifications
voice audio
map overlays

www.alertfm.com

The ALERT FM App for Apple iOS and Google Android platforms that gives users critical federal, state, or local emergency information and award-winning weather information via the iMap® Weather Radio. Critical local emergency and weather information on the device you carry with you everywhere.



ATTACHMENT 3

Company: Global Security Systems, LLC
Address: 600 Jefferson St, Ste 1102, Lafayette, LA 70501
Phone Number: 601-709-4240

1. Date of formation: August 1, 2003
2. Persons with Financial interest in GSS- See attachment 1
3. Officers
   A) Robert L Adams- CEO
   B) R. Matthew Straeb- EVP
4. State of Incorporation: Mississippi
5. Number of Employees: 5 with sub-contractors up to 20
6. Annual Revenue of Firm [redacted]
7. Relevant Accomplishments: see attachment 2 with proposal document

EVP

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 Robert L. Adams
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 600 Jefferson Street, Suite 1102
   City/state/zip Lafayette, Louisiana 70501
   Telephone 337-280-2698
   Other present address(es) None
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 08/01/2003 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. See Attached

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. See Attached

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.
   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? YES ___ NO ✓ If Yes, provide details.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

I, Robert L. Adams, 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 19 day of May 2016

John B. Wartelle
John B. Wartelle
Notary Public
LA Bar Roll No. 21134

Global Security Systems, LLC
Name of submitting business

Robert L Adams
Print name

Signature

President
Title

5 / 19 / 16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

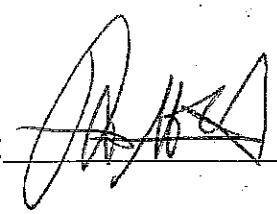
EVP
TITLE

PRINCIPAL QUESTIONNAIRE FORM – ROBERT L. ADAMS - ADDITIONAL INFORMATION

Question 3. Mr. Adams is a member of Adams Family Company, L.L.C. which is a member of Global Security Systems, L.L.C.

Question 4. Global Security Systems, L.L.C. has a loan to Mr. Adams and Mr. Adams has a loan to Global Security Systems, L.L.C. Mr. Adams is also a guarantor on a Global Security Systems, L.L.C. bank loan.

Question 5. Mr. Adams is an owner of Adams Family Company, L.L.C. and Adams Family Company, L.L.C. is an owner of Global Security Systems Technology, L.L.C. Mr. Adams is also an owner of American Resources Limited, L.L.C.

BIIDER SIGN HERE  TITLE EVP

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 ROBERT MATTINGLY STAFFS
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 606 JEFFERSON STE 1102
   City/state/zip LAFAYETTE LA 70501
   Telephone 954 850 6606
   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 10/1/2004 ___/___/___
   (Other)

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.
   HEART GALLERY (501C3)

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** EVP **TITLE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

I, R. Matthew Straeb, 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 20th day of May 2016

Notary Public

RYAN MAGEE
Notary Public - State of Florida
My Comm. Expires Jul 22, 2018
Commission # FF 144122

Name of submitting business: Global Security Systems, LLC

By: ROBERT MATTHEW STRAEB
Print name

Signature

EVP
Title

5, 20, 16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP
BIDDER TITLE

Contract ID#: CQAT16000014

Department: County Attorney

E-153-16

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CQAT16000014 NIFS Entry Date: 06/03/2016 Term: June 1, 2016 – May 31, 2017

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

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

Agency Information

Vendor		County Department	
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447	Department Contact Jaclyn Delle	
Address 666 Old Country Road Suite 510 Garden City, New York 11530	Contact Person Robert A. Spolzino, Esq. Phone (914) 872-7497	Address 1 West St. Mineola, New York 11501 Phone (516) 571-3034	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	6/7/16		Yes☐ No☐ Not required if blanket resolution
6/9/16	County Attorney	*CA RE&I Verification* ☑	6/9/16		
6/9/16	County Attorney	*CA Approval as to form* ☑	6/9/16		Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/14/16		

CLERK MASS. CO. COUNTY LEGISLATURE JUN 14 P 2:46

PR5254 (8/04)

Contract ID#: CQAT16000014

Department: County Attorney

Contract Summary

Description: New outside counsel contract.
Purpose: New outside counsel contract to represent the County in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. The initial case assigned to Counsel is John Restivo and Dennis Halstead, Plaintiffs, v. Nassau County, a municipality; Nassau County Attorney's Office; Carnell Foskey, in his official capacity; et al., Index No. 16-CV-2492.
Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel and qualified in the following areas of law: Appellate; Bankruptcy; Commercial Litigation; Construction Litigation; Employment and Labor; Environmental; Federal Civil Rights Section 1983; Municipal; Real Property.
Procurement History: See method of procurement above. Additionally, Wilson Elser has other contracts with the County.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $250,000.00 max amount, but only $125,000.00 initial encumbrance pursuant to the terms of the agreement.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$125,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$125,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$125,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$125,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name	Name	Date 6/14/16
Date	Date	(For Office Use Only)
		E #:

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT16000014)

2. Dollar amount requiring NIFA approval: $ 250,000.00

Amount to be encumbered: $ 125,000.00

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: 06/01/2016-05/31/2017

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

If yes, please explain: Due to time sensitivity of matter, may need to commence prior to approval.

4. Funding Source:

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

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

New outside counsel contract to represent the County in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. The initial case assigned to Counsel is John Restivo and Dennis Halstead, Plaintiffs, v. Nassau County, a municipality; Nassau County Attorney's Office; Carnell Foskey, in his official capacity; et al., Index No. 16-CV-2492.

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:

CQAT15000011 $50,000 encumbered 1/25/16 (CQAT16000024)
CQAT16000001 $125,000 currently in approval process
CQAT15000022 $75,000 encumbered 12/24/15

AUTHORIZATION

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

Signature Title Date 6/8/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT16000014)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

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

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

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

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

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

_____

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

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

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

X **B.** A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. The firm has been qualified in the following areas of law: Appellate; Bankruptcy; Commercial Litigation; Construction Litigation; Employment and Labor; Environmental; Federal Civil Rights Section 1983; Municipal; Real property.

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

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

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

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

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

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

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

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

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

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

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

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

Department Head Signature

6/3/16

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

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

Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP

Dated: 6/3/16

Signed:

Print Name: Robert A Spolzino

Title: Partner

Rev. 12-2015

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name John M. Flannery
   Date of birth ____/____/____
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1133 Westchester Ave
   City/state/zip White Plains, NY 10604
   Telephone 914 - 323 - 7000
   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 ____/____/____ – Regional Managing Partner
   Vice President ____/____/____ _____ ____/____/____
   (Other)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

I John M. Flannery, 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 13th day of June 2016

Notary Public

PETER A. MEISELS
Notary Public, State of New York
No. 60-4965790
Qualified in Westchester County
Commission Expires April 30, 2017

Wilson Elser Moskowitz Edelman & Dicker, LLP
Name of submitting business

John M. Flannery
Print name

Signature

Regional Managing Partner
Title

6/13/16
Date

BHF (02/2016)

Business History Form

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

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

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

Date: March 30, 2016

1) Bidder's/Proposer's Legal Name: Wilson Elser Moskowitz Edelman & Dicker LLP

2) Address of Place of Business: 666 Old Country Road, Garden City, NY 11530

List all other business addresses used within last five years:
Our Garden City office address has not changed within the last five years. (We are also providing a list of all Wilson Elser offices.)

3) Mailing Address (if different): Not applicable

Phone : 516 - 228 - 8900

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 07-770-5770

5) Federal I.D. Number: 13-2679447

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

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

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

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

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

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

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

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

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

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

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

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

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

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

occurrence. _____

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. Wilson Elser has more than 1,400 employees. We are not aware of any existing conflicts.

(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. Wilson Elser has policies and procedures in place to effectively identify conflicts of interest at the outset of a matter. Wilson Elser maintains a conflicts of interest database and uses conflicts of interest software as part of its policies and procedures. The firm's Office of the General Counsel, and specifically the firm's Conflicts of Interest Counsel, oversees and manages compliance with the firm's conflicts of interest policies and procedures. Any identified conflicts of interest are resolved in accordance with all applicable rules of professional responsibility.

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; December 1978

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

iii) Name, address and position of all officers and directors of the company; Not applicable.

iv) State of incorporation (if applicable); Not applicable.

v) The number of employees in the firm; 1,463

vi) Annual revenue of firm; Since we are a private partnership, our financial information remains confidential. You may contact our Independent CPA: John Fitzgerald of Berdon LLP, 212 - 832 - 0400

vii) Summary of relevant accomplishments See attached Firm Resume.

viii) Copies of all state and local licenses and permits. All attorneys working with Nassau County are licensed in the state of New York.

B. Indicate number of years in business. 37 years

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. See attached Firm Resume.

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 City of Yonkers

Contact Person Michael Curti, Esq. - Corporation Counsel

Address 40 South Broadway, Room 300

City/State Yonkers, NY 10701

Telephone 914 - 377 - 6250

Fax # Not available

E-Mail Address michael.curti@yonkersny.gov

Company New York City Comptroller's Office

Contact Person Kathryn Diaz, Esq. - General Counsel

Address One Centre St, Municipal Building, 602

City/State New York, NY 10007

Telephone 212 - 669 - 2065

Fax # 212 - 669 - 2884

E-Mail Address kdiaz@comptroller.nyc.gov

Company City of New Rochelle

Contact Person Kathleen Gill, Corporation Counsel

Address 515 North Avenue

City/State New Rochelle, NY 10804

Telephone 914 - 654 - 2025

Fax # 914 - 654 - 2174

E-Mail Address kgill@ci.new-rochelle.ny.us

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.

See attached Firm Resume.

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, Robert A Spolzino, 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 3rd day of June 2016

Notary Public

RIMMA ALTSHULER
NOTARY PUBLIC, State of New York
No. 01AL6155219
Qualified in Westchester County
Commission Expires November 6, 2016

Name of submitting business: Wilson Elser Moskowitz Edelman & Dicker LLP

By: Robert A Spolzino
Print name

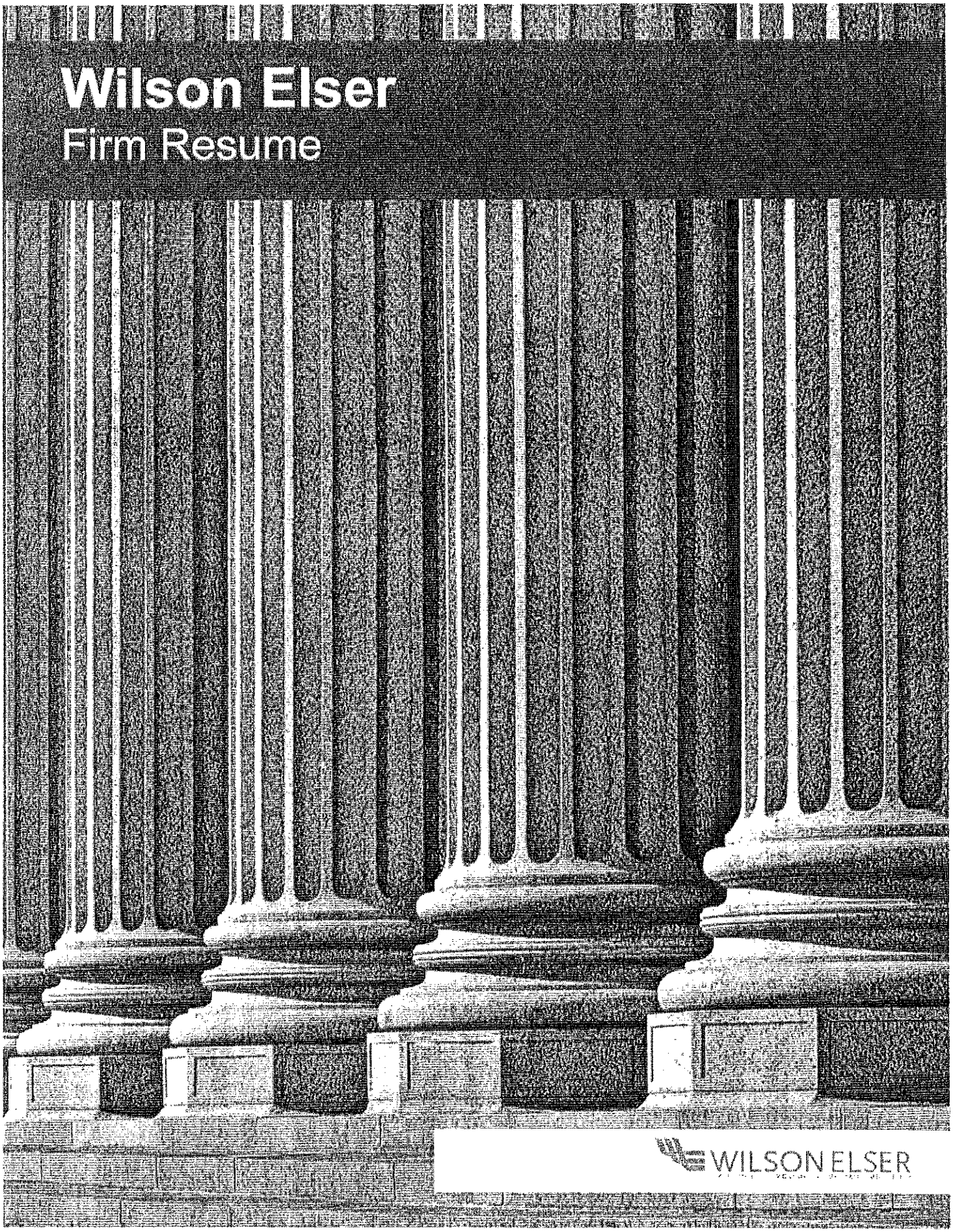
Signature

Partner
Title

6 / 3 / 16
Date

Wilson Elser

Firm Resume



WILSON ELSER

WILSON ELSER

FIRM RESUME

About Wilson Elser

Wilson Elser serves clients of all sizes, across multiple industries and around the world. We provide full-service, first-class legal services, spanning the spectrum of litigation and related areas. We apply the discipline and diligence of effective litigation to virtually all areas of the law, drawing on a comprehensive roster of legal services to create multidisciplinary teams that give each client matter the best of the firm's collective intelligence and capabilities.

Since our founding in 1978, we have enjoyed steady growth to become one of the largest and most influential law firms in the nation. With nearly 800 attorneys in 30 offices strategically located throughout the United States and another in London, Wilson Elser is ranked within *The American Lawyer* 200 and *National Law Journal* 350. A listing of our offices is appended to this firm resume.

Our firm's uncommonly high concentration of seasoned senior litigators gives us an advantage when handling our clients' most challenging and technical cases. More broadly, many of our attorneys have specialized degrees in business, engineering, medicine and accounting, as well as extensive on the ground professional experience, which translate into client solutions that work in the real world.

While our heritage is in insurance coverage and defense, we have since broadened our offering with impressive credentials in government affairs, especially in our home state of New York, as well as financial and transactional services.

Municipal/Local Government Experience

Wilson Elser offers municipalities, quasi-public agencies and other government entities the services of a significant Municipal/Local Government practice that enjoys an enviable track record of success.

Acknowledging that our municipal clients' first priority is to advance the objectives of their communities or organizations, we bring to bear the relevant experience required to thoroughly and sensibly analyze their most complex issues and to identify appropriate, cost-effective recommendations. We frequently assist clients through early assessment and negotiations, alternative dispute resolution methods or summary judgment motions. When early resolutions are not practical, we do not hesitate to try cases in court. In fact, we have earned our reputation as one of the largest and most successful trial firms in the country.

As clients increasingly express interest in working with an integrated legal team, Wilson Elser has been quick to accommodate them. Our practice team model ensures that the firm's vast municipal experience is concentrated within one manageably sized group that is responsive to each client through a single point of contact.

Behind our Municipal/Local Government practice is a full-service firm, any part of which can be leveraged on our clients' behalf. Collaboration among Wilson Elser attorneys from various disciplines is frequent and spawns innovative solutions to complex legal challenges. Whether mounting a defense at trial, filing a motion for appeal or leveraging our experience in related practice areas, we are committed to providing our clients with capable assistance in all matters of municipal law.

Assisting Public Entities with Operating Efficiencies

Our attorneys are frequently engaged by municipal and other government officials to advise them with respect to a broad range of operational and compliance issues. Matters include contracts and bidding, budget and finance, creation of special districts, public/private partnerships, inter-municipal agreements, consolidation, annexation, referenda, sewer and water systems, environmental compliance, home rule, drafting local laws as well as ordinances and resolutions, board practices and procedures, freedom of information, ethics compliance, investigations, utility franchises and self-insurance.

Defending Public Safety Providers

We regularly defend police officers, firefighters, social services personnel and other first responders, as well as the government agencies for which they work. Cases involve civil rights claims under 42 USC § 1983 and other claims alleging wrongful arrest, Fourth Amendment search and seizure violations, use of excessive force, Eighth Amendment violations, failure to protect and negligence in the performance of their duty.

Representing Government Interests

Our attorneys routinely advise public bodies and their officials with respect to matters that are, or are likely to be, litigated. We appear on their behalf in courts and other tribunals to defend them in matters such as employment discrimination cases, article 78 proceedings, First Amendment and other constitutional claims, land use litigation, punitive damage claims, assessment and tax-exemption litigation, eminent domain proceedings, GML 207-a and 207-c issues, general municipal liability defense, and asbestos and lead paint claims.

Advocating for Public Entities on Appeal

When litigated controversies result in appeals, our active and accomplished team of appellate attorneys is prepared to assist our municipal clients by navigating the unique procedural aspects of appellate practice. They prepare and deliver arguments that present the most likely chance of success on appeal, as they endeavor to influence the development of the law in ways that are favorable to clients' interests.

Advancing Relationships Among Government Entities

Some issues that public entities face are more efficiently and effectively resolved by working with state legislators and regulators to develop mutually beneficial results. Our Government Affairs team, which is the largest lobbying firm in New York, is especially skilled at identifying those issues and navigating the intricacies of government at all levels to address and resolve them.

Supporting Municipalities in the Exercise of Their Regulatory Authority

We understand the municipality's perspective on land use and other regulatory issues. We regularly advise and represent governing boards, planning boards, zoning boards of appeal and government regulators in matters involving subdivision and site-plan review, comprehensive plans, SEQRA compliance, variances, special-use permits, rezoning, architectural review, historic preservation, development agreements, impact fees, RLUIPA, wireless telecommunications and zoning enforcement.

WILSON ELSER

A Uniquely Local Presence

Wilson Elser's dedicated Municipal/Local Government practice is staffed by accomplished attorneys who have worked with numerous municipalities throughout the state. We serve as a "one-stop shop" for virtually all related legal needs yielding cost and time efficiencies that many of our municipal clients appreciate.

Our Garden City office places us in the middle of Long Island, with its more than 7 million inhabitants and its vibrant business and industrial community. In addition to Garden City, our NYC 42nd Street and White Plains offices round out our "New York Metro" presence. Our resident attorneys bring to bear the relevant experience required to thoroughly and sensibly analyze Nassau County's most complex issues and to identify appropriate, cost-effective recommendations.

In addition to Nassau County, following is a list of municipal clients that we have represented:

- Athens Local Development Corporation
- Battery Park City Authority
- Catskill Local Development Corporation
- City of Long Beach, New York
- City of Newburgh, New York
- City of New Rochelle, New York
- City of Peekskill, New York
- City of Rye, New York
- City of White Plains, New York
- City of Yonkers, New York
- New York City Housing Authority
- Putnam County
- Town of Clarkstown, New York
- Town of Coeymans, New York
- Town of Colonie, New York
- Town of Eastchester, New York
- Town of Greenburgh, New York
- Town of Haverstraw, New York
- Town of Orangetown, New York
- Town of Rensselaerville, New York
- Town of Thompson, New York
- Town of Wawarsing, New York Planning Board
- Village of Catskill, New York
- Village of Catskill Water Department, New York
- Village of Freeport, New York
- Village of Mamaroneck, New York
- Village of Pelham, New York
- Village of Pelham Manor, New York
- Village of Saugerties, New York
- Village of Saugerties Water Department, New York
- Westchester County

OFFICES

WILSON ELSER

ALBANY
527 Broadway
Albany, NY 12207
518.449.8893

AUSTIN
2000 East 6th Street
Austin, TX 78702
512.921.1951

BALTIMORE
500 East Pratt Street
Baltimore, MD 21202
410.539.1800

BEAUMONT
Century Tower
550 Fannin Street
Beaumont, TX 77701
409.838.8100

BOSTON
260 Franklin Street
Boston, MA 02110
617.422.5300

CHICAGO
55 West Monroe Street
Chicago, IL 60603
312.704.0550

DALLAS
Bank of America Plaza
901 Main Street,
Dallas, TX 75202
214.698.8000

DENVER
1225 17th Street
Denver, CO 80202
303.572.5300

EDWARDSVILLE
101 West Vandalia Street
Edwardsville, IL 62025
618.307.0200

GARDEN CITY
666 Old Country Road
Garden City, NY 11530
516.228.8900

HARTFORD
100 Pearl Street
Hartford, CT 06103
860.249.7129

HOUSTON
909 Fannin Street
Houston, TX 77010
713.353.2000

KENTUCKY
100 Mallard Creek Road
Louisville, KY 40207
502.238.8500

LAS VEGAS
300 South 4th Street
Las Vegas, NV 89101
702.727.1400

LONDON
65 Fenchurch Street
London, EC3M 4BE
United Kingdom
+44 20 7553.8383

LOS ANGELES
555 South Flower Street
Los Angeles, CA 90071
213.443.5100

MIAMI
100 Southeast Second Street
Miami, FL 33131
305 374.4400

MICHIGAN
Laurel Office Park III
17197 N. Laurel Park Drive
Livonia, MI 48152
313.327.3100

MILWAUKEE
740 North Plankinton Avenue
Milwaukee, WI 53203
414.276.8816

NEW JERSEY
200 Campus Drive
Florham Park, NJ 07932
973.624.0800

NEW ORLEANS
650 Poydras Street
New Orleans, LA 70130
504.299.3424

NEW YORK
150 East 42nd Street
New York, NY 10017
212.490 3000

ORLANDO
111 North Orange Avenue
Orlando, FL 32801
407.203.7599

PHILADELPHIA
Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
215.627.6900

SAN DIEGO
655 West Broadway
San Diego, CA 92101
619.321.6200

SAN FRANCISCO
525 Market Street
San Francisco, CA 94105
415.433.0990

STAMFORD
1010 Washington Boulevard
Stamford, CT 06901
203.388.9100

VIRGINIA
8444 Westpark Drive
Mclean, VA 22102
703.245.9300

WASHINGTON, DC
700 11th Street, NW
Washington, DC 20001
202.626.7660

WEST PALM BEACH
777 South Flagler Drive
West Palm Beach, FL 33401
561.515.4000

WHITE PLAINS
1133 Westchester Avenue
White Plains, NY 10604
914.323.7000

Coverage accurate at time of publication.
Information is subject to change.

WILSON ELSER

COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Address: 666 OLD COUNTRY ROAD, SUITE 510

City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

3. Type of Business: ____Public Corp ✓ Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

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

SEE ATTACHED

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

SEE ATTACHED

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

NONE

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

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

NONE

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

N/A

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

N/A

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

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

Dated: 6/3/15

Signed: [signature]

Print Name: Robert A Stolzman

Title: President

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

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Hoffman,Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Lauricella,Peter A	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Marrello,Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Shapiro,Kenneth L	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Russell,Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
	Bogaert,William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Rockas,George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Bozych,Paul	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Heller,Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Holmes,David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	McMahon,Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Murray Jr,Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Rothmann,Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Savaiano,Dominick W	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Schlom,Curt J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Thurston,James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Tone,Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Vittori,Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Cameron,Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Collins,J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Henderson,John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Horres Jr.,E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Levine,Tori S	P	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Marshall,Jeffrey O	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Noah Jr.,R Douglas	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Schwartz,Susan A	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Stimmel,Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Bermudez,Joseph F	A	Equity Partner	Denver	303-572-5300	1225 17th Street, Suite 2750; Denver, CO 80202
	Adams,Kent M	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
	Cushing,Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Thome,Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Corless,Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Deniston,Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Dougherty,Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Eisen,David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Joffe,Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Kunowski,Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Parminter,Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Pisano,George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Press,Michelle R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Rocco,Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Stankowski,James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Gandy,William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
	Lee,Matthew W	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
	Strasius,Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
	Eads,John T	A	Equity Partner	Michigan	313-327-3100	Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152
	Katt,William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Leibowitz,Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Billek,Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Brown,Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Flores,Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Gottilla,Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Krauss,Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Lesko,Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	O'Connor,Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Quinn,Thomas F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Riina,William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Turner,Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Bialek,Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Bottari,Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Boule,Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Caiazzo,Nicholas R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Dell,Gregory J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Dimarco,Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Endick,Marshal	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Fuerth,Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Gregory,Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Hirsch,Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Hyland,Thomas	A	GPP	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Kent,Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Leghorn,Thomas	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Lum,Larry H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Malfa,Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Ottombrino,Lois K	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Pariser,Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Roer,Ricki Ellen	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Rosen,Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Rubenstein,Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Schaffer,Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Sheiffer,David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Stevens,Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Stopnik,Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Tompkins III,George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Tonorezos,Anastasios P	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Turner,Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Weber,Robert M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Wilson Jr,Thomas W	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Zibas,Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Freeman,Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	McDonough,Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	Bachrach,Joshua	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Bogutz,Marc L	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Cawley,Michael J	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Clemente,Salvatore A	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Dryer,Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Kavanagh,Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Bushner,Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Dopson,Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Garson,Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Hake,William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Publicover,Adrienne C	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Balocco,Joseph C	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Brown,Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Del Gatto,Brian T	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Goodson,Robert W	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Sandza,Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Wallace,Robert B	A	GPP	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Janis,Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401
	Beron,Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Boulhosa,Michael L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Brett,Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Derrico,Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Despotakis,Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ellick,Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Feinberg,Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Flannery,John M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Friedberg,Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Gambardella,Thomas	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Geraghty,Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Jordan,Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Larkin,Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ledwin,Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Manchisi,Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Manisero,Thomas R	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Marcellino,Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Meisels,Peter A	A	GPP	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Mermelstein,Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Miller,Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Morio,John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	O'Brien,H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	O'Brien,James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Pernicone,Carl J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Quaranta,Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Rabinowitz,Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Roarke,Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ross,Mathew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Sauter,Eric J.	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Spolzino,Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tillem,David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tobin,Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tumbarello,Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Vignali,Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604

WILSON ELSER

OFFICES

Albany	677 Broadway Albany, NY 12207 Directions	p. 518.449.8893 f. 518.449.8927
Austin	2000 East 6th Street Suite 7 Austin, TX 78702 Directions	p. 512.921.1951
Baltimore	500 East Pratt Street Suite 600 Baltimore, MD 21202 Directions	p. 410.539.1800 f. 410.962.8758
Beaumont	Century Tower 550 Fannin Street, Suite 800 Beaumont, TX 77701 Directions	p. 409.600.8100
Boston	260 Franklin Street 14th Floor Boston, MA 02110 Directions	p. 617.422.5300 f. 617.423.6917
Chicago	55 West Monroe Street Suite 3800 Chicago, IL 60603 Directions	p. 312.704.0550 f. 312.704.1522

Dallas	Bank of America Plaza 901 Main Street, Suite 4800 Dallas, TX 75202 Directions	p. 214.698.8000 f. 214.698.1101
Denver	1225 17th Street 27th Floor Denver, CO 80202 Directions	p. 303.572.5300 f. 303.572.5301
Edwardsville	101 West Vandalia Street Edwardsville, IL 62025 Directions	p. 618.307.0200 f. 618.307.0221
Garden City	666 Old Country Road Suite 510 Garden City, NY 11530 Directions	p. 516.228.8900 f. 516.228.0200
Hartford	100 Pearl Street 14th Floor Hartford, CT 06103 Directions	p. 860.249.7129 f. 860.249.7001
Houston	909 Fannin Street Suite 3300 Houston, TX 77010 Directions	p. 713.353.2000 f. 713.785.7780
Kentucky	100 Mallard Creek Road Suite 250 Louisville, KY 40207 Directions	p. 502.238.8500 f. 502.238.7995
Las Vegas	300 South 4th Street 11th Floor Las Vegas, NV 89101 Directions	p. 702.727.1400 f. 702.727.1401
London	65 Fenchurch Street London, EC3M 4BE United Kingdom Directions	p. +44.20.7553.8383 f. +44.20.7553.8399

Los Angeles	555 S. Flower Street Suite 2900 Los Angeles, CA 90071 Directions	p. 213.443.5100 f. 213.443.5101
Miami	100 Southeast Second Street Suite 3800 Miami, FL 33131 Directions	p. 305.374.4400 f. 305.579.0261
Michigan	Laurel Office Park III 17197 N. Laurel Park Drive, Suite 201 Livonia, MI 48152 Directions	p. 313.327.3100 f. 313.327.3101
Milwaukee	740 North Plankinton Avenue Suite 600 Milwaukee, WI 53203 Directions	p. 414.276.8816 f. 414.276.8819
New Jersey	200 Campus Drive Florham Park, NJ 07932 Directions	p. 973.624.0800 f. 973.624.0808
New Orleans	650 Poydras Street Suite 2005 New Orleans, LA 70130 Directions	p. 504.702.1710 f. 504.702.1715
New York	150 East 42nd Street New York, NY 10017 Directions	p. 212.490.3000 f. 212.490.3038
Orlando	111 North Orange Avenue Suite 1200 Orlando, FL 32801 Directions	p. 407.203.7599 f. 407.648.1376
	Two Commerce Square	

Philadelphia	2001 Market Street, Suite 3100 19103Directions	p. 215.627.6900 f. 215.627.2665
San Diego	655 West Broadway Suite 900 San Diego, CA 92101 Directions	p. 619.321.6200 f. 619.321.6201
San Francisco	525 Market Street 17th Floor San Francisco, CA 94105 Directions	p. 415.433.0990 f. 415.434.1370
Stamford	1010 Washington Boulevard Stamford, CT 06901 Directions	p. 203.388.9100 f. 203.388.9101
Virginia	8444 Westpark Drive Suite 510 McLean, VA 22102 Directions	p. 703.245.9300 f. 703.245.9301
Washington, DC	700 11th Street, NW Suite 400 Washington, DC 20001 Directions	p. 202.626.7660 f. 202.628.3606
West Palm Beach	777 South Flagler Drive Suite 800 West Palm Beach, FL 33401 Directions	p. 561.515.4000 f. 561.515.4001
White Plains	1133 Westchester Avenue White Plains, NY 10604 Directions	p. 914.323.7000 f. 914.323.7001

Wilson Elser

Nearly 800 attorneys strong, our firm serves clients of all sizes, across multiple industries. Wilson Elser has 30 strategically located offices in the United States and another

scale has made us one of the nation's most influential law firms, ranked in the Am Law 200 and in the top 50 of the National Law Journal 350.

© 2016 Wilson Elser

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 ATTORNEY'S OFFICE, AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the County has negotiated a personal services agreement with Wilson Elser Moskowitz Edelman & Dicker LLP to provide legal 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 agreement with Wilson Elser Moskowitz Edelman & Dicker LLP

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

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

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

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

1. Term. This Agreement shall commence on June 1, 2016 and shall terminate on May 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial case assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) 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 Two Hundred Fifty Thousand Dollars ($250,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner/Of Counsel:	$275.00
(ii) Associate:	$255.00
(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.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Twenty-five Thousand Dollars ($125,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements.

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

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

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

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as

not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this

Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

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

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt

requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of 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 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.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

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.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____

Name: ROBERT A SPOLZINO

Title: PARTNER

Date: 6/8/18

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 3rd day of June in the year 2016 before me personally came Robert Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the partner of Wilson Elser, 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.

Rimma Altshuler
NOTARY PUBLIC

RIMMA ALTSHULER
NOTARY PUBLIC, State of New York
No. 01AL6155219
Qualified in Westchester County
Commission Expires November 6, 2019

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

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **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 A

Case assigned to Counsel as of the commencement of this Agreement:

JOHN RESTIVO and DENNIS HALSTEAD, Plaintiffs, v. NASSAU COUNTY, a municipality; NASSAU COUNTY ATTORNEY'S OFFICE; CARNELL FOSKEY, in his official capacity; et al., Index No. 16-cv-2492

Additional cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Appellate
2. Bankruptcy
3. Commercial Litigation
4. Construction Litigation
5. Employment and Labor
6. Environmental
7. Federal Civil Rights Section 1983
8. Municipal
9. Real Property

The Department may qualify Counsel in additional areas of law.

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

DANIEL J. McMAHON (Name)

55 WEST MONROE STREET, SUITE 3800, CHICAGO IL 60603 (Address)

312-704-0550 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

6/6/16
Dated

Signature of Chief Executive Officer

DANIEL J. McMAHON
Name of Chief Executive Officer

Sworn to before me this

6 day of June, 2016

Stephanie N. Reda
Notary Public

STEPHANIE NICOLE REDA
NOTARY PUBLIC-STATE OF NEW YORK
No. 02RE6314816
Qualified in Westchester County
My Commission Expires November 17, 2018

Contract ID# CQCC16000003

Department: Correctional Center

E-154-16

Contract Details

SERVICE: Chaplaincy

NIFS ID # :CQCC16000003 NIFS Entry Date: 01/06/16 Term: from 1/1/16 to 12/31/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

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

Agency Information

Vendor	
Nassau Council of Black Clergy T/A Unified Council of Churches	Vendor ID# 112655987
Address 569 National Blvd. Long Beach, NY 11561	Contact Person Rev. Dolores Miller
	Phone 516-432-6319 or 516-572-1478 e-mail:

County Department
Department Contact Narda Hall
Address 100 Carmen Ave. East Meadow, NY 11554
Phone 516-572-3810

Routing Slip

DATE Recd	DEPARTMENT	Internal Verification	DATE Appvd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☒ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	2/4/16		
	OMB	*NIFS Approval (Contractor Registered)* ☐	2/10/16		Yes ☐ No ☐ Not required if blanket resolution
2/15/16	County Attorney	*CA RE & Insurance Verification* ☑	2/16/16		
2/16/16	County Attorney	*CA Approval as to form* ☑	2/19/16		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
3/18/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	3/21/16		

PR5254 (1/06)

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 15 P 3:33

Contract ID# CQCC16000003

Department: Correctional Center

Contract Summary

Description: Chaplaincy term 1/1/16-12/31/16

Purpose: To provide religious services and counseling to the inmate population at the Nassau County Correctional Center.

Method of Procurement: From prior year.

Procurement History: new contract as in prior years.

Description of General Provisions: New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors as times not duly disruptive of facility routine.

Impact on Funding / Price Analysis: Funds required for the period 1/1/16-12/31/16 with a budget impact of $40,000.00 / yr.
There is no other source of funding for this item.

Change in Contract from Prior Procurement:
NONE

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1310
Object:	510
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$40,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$40,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CCGEN1310/DE510	$40,000.00
2		$
3		$
4		$
5		$
6		$
TOTAL		$ 40,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kathleen Kelly **Date:** 1/6/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/28/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/06)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Nassau Council of Black Clergy T/A Unified Council of Churches

2. Dollar amount requiring NIFA approval: $ $40,000.00

Amount to be encumbered: $ 40,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/16-12/31/16

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

If yes, please explain: Ongoing contract

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % _____
State % _____
County % 100

Is the cash available for the full amount of the contract? _____ Yes _____ No
If not, will it require a future borrowing? _____ Yes _____ No

Has the County Legislature approved the borrowing? _____ Yes _____ No _____ N/A

Has NIFA approved the borrowing for this contract? _____ Yes _____ No _____ N/A

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

New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors as times not duly disruptive of facility routine.

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:

CQCC13000006-03 Nassau Council of Black Clergy T/A Unified Council of Churches

AUTHORIZATION

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

Rosemarie Miller — 2/11/16

Signature | Title | Date

_____

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature | Title | Date

_____

Print Name

NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

_____

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF CORRECTION AND THE NASSAU COUNCIL OF BLACK CLERGY, INC. T/A UNIFIED COUNCIL OF CHURCHES

WHEREAS, the County has negotiated a personal services agreement with the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches to provide duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correctional Center, 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 the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches.

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 9:18 AM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX :
ORGANIZATION : CC NC SHERIFF/CORRECTIONAL CENTER
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	AA	SALARIES,	115,957,772	115,957,772	12,145,486	103,812,286
	AC	WORKERS CO	8,275,342	8,275,342	581,360	7,693,982
	BB	EQUIPMENT	33,235	33,235	1,852	31,383
	DD	GENERAL EX	3,153,430	3,153,430	512,774	2,640,656
	DE	CONTRACTUA	17,029,617	17,029,617	-123,314	17,152,931
	DF	UTILITY CO	2,095,000	2,095,000	99,763	1,995,237
		EXP TOTAL	146,544,396	146,544,396	13,217,921	133,326,475

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO12 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR SUMMARY 9:18 AM
ACTIVE
FISCAL MO/YEAR : 02 2016
VENDOR NUMBER : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC
VENDOR ALPHA : NASSAU COUNCIL BLCK CLRGY

S VENDOR SUMMARY	FEB 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	-97.80
RETAINAGES	.00	.00	.00
ACCRUALS	.00	-3,333.33	161.34
PAYMENTS	.00	3,333.33	1,056,547.60
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	.00	3,333.33	3,333.33
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

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

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 13 2015 ADADJ2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	01/20/2016	136P	VDCC15000235 01	CCGEN1310	DE510			13 2015
	01/20/2016	*DECEMBER2015*						-3,333.33

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

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted]01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	12/22/2015	136P	VDCC15000226 01	CCGEN1310	DE510			12 2015
	12/16/2015	*NOVEMBER2015*						-3,333.33

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

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE / DUE DATE	T/C	DOCUMENT / DESCRIPTION	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD / AMOUNT
	11/12/2015	136P	VDCC15000176 01	CCGEN1310	DE510			11 2015
	10/20/2015		*SEPTEMBER-2015*					-3,333.33
	11/25/2015	136P	VDCC15000204 01	CCGEN1310	DE510			11 2015
	11/09/2015		*OCTOBER-2015*					-3,333.33

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

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 10 2015 OCT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	10/20/2015	136P	VDCC15000154 01	CCGEN1310	DE510			10 2015
	09/14/2015	*AUGUST-2015*						-3,333.33

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

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	08/12/2015	136P	VDCC15000144 01	CCGEN1310	DE510			08 2015
	08/04/2015	*JULY-2015*						-3,333.33

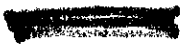
F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	07/06/2015	136P	VDCC15000106 01	CCGEN1310	DE510			07 2015
	06/04/2015	*MAY2015*						-3,333.33
	07/30/2015	136P	VDCC15000141 01	CCGEN1310	DE510			07 2015
	07/13/2015	*JUNE-2015*						-3,333.33

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



FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 06 2015 JUNE 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	06/24/2015	136P	VDCC15000088 01	CCGEN1310	DE510			06 2015
	05/26/2015	*APRIL-2015*						-3,333.33

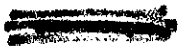
F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:19 AM
ACTIVE
FISCAL MO/YEAR : 05 2015 MAY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT		INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION							AMOUNT
	05/12/2015	136P	VDCC15000033	01	CCGEN1310	DE510			05 2015
	04/22/2015	*JANUARY2015*							-3,333.33
	05/12/2015	136P	VDCC15000034	01	CCGEN1310	DE510			05 2015
	04/22/2015	*FEBRUARY2015*							-3,333.33
	05/14/2015	136P	VDCC15000066	01	CCGEN1310	DE510			05 2015
	04/22/2015	*MARCH-15*							-3,333.33

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



FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:19 AM
ACTIVE
FISCAL MO/YEAR : 03 2015 MAR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR :[redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	03/18/2015	109	CLCC15000004 01	CCGEN1310	DE510			03 2015
		CHAPLAINCY 1/1/15-12/31/15						40,000.00

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

FAML4010 V4.2 NIFS PRODUCTION SYSTEM 01/06/2016
LINK TO: DOCUMENT HEADER 11:24 AM

DOCUMENT CATEGORY	: CQ CONTRACT NON-CAPITAL		
ENTERED BY	: KELLY, KATHLEEN 2-3810		
DOCUMENT NUMBER	: CQCC16000003	INITIATING DEPT	: CC
INPUT PERIOD (MM YYYY)	: 01 2016 JANUARY		
VENDOR NUMBER / SUFFIX	: [redacted] 01	APPROVAL TYPE	: 01
VENDOR NAME	: NASSAU COUNCIL OF BLACK CLERGY INC		
VENDOR ADDRESS	: 569 NATIONAL BLVD		
	LONG BEACH	NY 11561	
COUNTRY	: USA		
ALPHA VENDOR	: NASSAU COUNCIL BLCK CLRGY		
BANK NUMBER	:	TREAS NO	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 40,000.00	CURRENCY CODE	:
NUMBER OF LINES	: 1	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	NOTEPAD (Y OR N)	: N
POSTING/EDIT ERRORS	:		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

FAML4050 V4.2 NIFS PRODUCTION SYSTEM 01/06/2016
LINK TO: ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 11:24 AM

DOCUMENT : CQCC16000003 - 02 INPUT PER: 01 2016 AMOUNT : 40,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : CHAPLAINCY 1/1/16-12/31/16
TRANS AMOUNT :
INDEX : CCGEN1310 REHABILITATION UNIT
SUBOBJECT : DE510 CHAPLAINCY
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G001 - RECORD SAVED

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: Nassau Council of Black Clergy T/A Unified Council of Churches

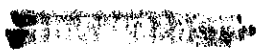
CONTRACTOR ADDRESS: 569 National Blvd., Long Beach, NY 11561

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



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

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

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department Head Signature

2/4/16
Date

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 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 One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at 100 Carman Ave, East Meadow, New York 11554 (the "Department"), and (ii) the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches, [New York State] [not-for-profit corporation], having its principal office at 569 National Blvd., Long Beach, NY 11561 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016 subject to extension or sooner termination as provided in this Agreement. At the sole option of the County, the term of this Agreement may be renewed for up to two additional one year periods upon the same terms and conditions.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of designation and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.

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 Fourty Thousand Dollars ($40,000.00), payable as follows: in equal monthly installments of Three Thousand Three Hundred Thirty Three Dollars and Thirty Three cents ($3,333.330),in arrears, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County. The rates are inclusive of all expenses and all other costs incidental to services to be provided by Contractor under this Agreement, including travel.

(b) Vouchers; Voucher Review, Approval and Audit. I) 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").

II) The voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.

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

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

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with 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, attached 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) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department, Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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

Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights

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

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

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

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

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

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

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

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

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

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. 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.

20. Administrative Service Charge. Inasmuch as the contractor is a not-for profit religious of charitable organization, the County waives imposition of the administrative charge.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A
UNIFIED COUNCIL OF CHURCHES

By: Rev Delores Miller
Name: Rev. Delores Miller
Title: President of NCoBC - United Council of Churches
Date: 12/29/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A
UNIFIED COUNCIL OF CHURCHES

By:_____
Name: Rev. Delores Miller
Title: president of NCoBC-Unified Council of Churches
Date: 12/29/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 29 day of December in the year 2015 before me personally came Delores Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Nassau County Interfaith Housing Development Corporation, 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.

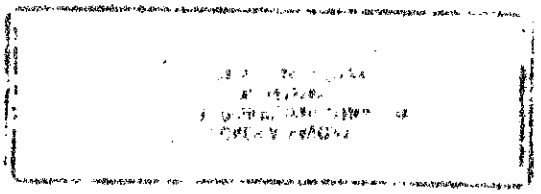
NOTARY PUBLIC

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

On the 29 day of Dec in the year 2015 before me personally came William Meisner to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AGNES A SAVONA
NOTARY PUBLIC, State of New York
No. 4618181
Qualified in Nassau County 2019
Commission Expires April 30, 19



CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 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 One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at 100 Carman Ave, East Meadow, New York 11554 (the "Department"), and (ii) the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches, [New York State] [not-for-profit corporation], having its principal office at 569 National Blvd., Long Beach, NY 11561 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016 subject to extension or sooner termination as provided in this Agreement. At the sole option of the County, the term of this Agreement may be renewed for up to two additional one year periods upon the same terms and conditions.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of designation and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.

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 Fourty Thousand Dollars ($40,000.00), payable as follows: in equal monthly installments of Three Thousand Three Hundred Thirty Three Dollars and Thirty Three cents ($3,333.330),in arrears, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County. The rates are inclusive of all expenses and all other costs incidental to services to be provided by Contractor under this Agreement, including travel.

(b) Vouchers; Voucher Review, Approval and Audit. I) 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").

II) The voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.

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

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

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with 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, attached 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) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department, Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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

Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights

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

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

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

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

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

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

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

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

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

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. 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.

20. Administrative Service Charge. Inasmuch as the contractor is a not-for profit religious of charitable organization, the County waives imposition of the administrative charge.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A
UNIFIED COUNCIL OF CHURCHES

By: Rev. Delores Miller
Name: Rev. Delores Miller
Title: President of NCoBC + United Council of Churches
Date: 12/29/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A
UNIFIED COUNCIL OF CHURCHES

By:_____
Name: Rev. Delores Miller
Title: President of NCoBC + Unified Council of Churches
Date: 12/29/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 29 day of December in the year 2015 before me personally came Delores Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Nassau County Black Democratic Committee 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

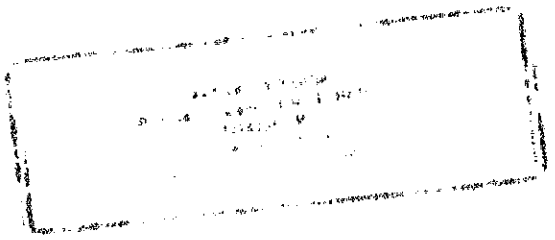
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24 day of Dec. in the year 2015 before me personally came Delores M. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AGNES A SAVONA
NOTARY PUBLIC, State of New York
No. 4619181
Qualified in Nassau County
Commission Expires April 30, 19
APR. 30, 19

Agnes A. Savona



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.

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:

Rev. Delores Miller (Name)

[redacted] (Address)

[redacted] (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 Not 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:

_____

_____

_____

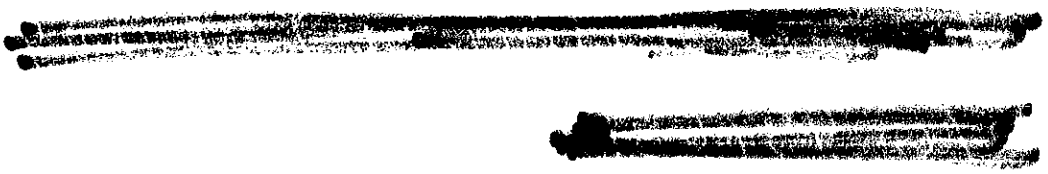
_____

_____

_____

_____

_____



4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has No has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

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

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

_____ Rev. Delores Miller
Dated Signature of Chief Executive Officer

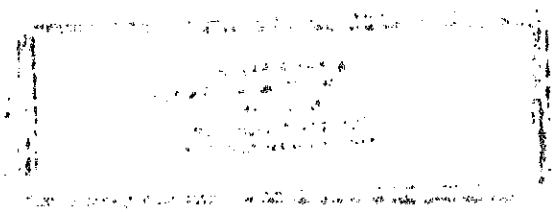
Delores Miller
Name of Chief Executive Officer

Sworn to before me this

19 day of Dec., 2014.

Agnes A. Savona

AGNES A SAVONA
NOTARY PUBLIC, State of New York
No. 4618101
Qualified in Nassau County
Commission Expires April 30, 2019



COUNTY OF NASSAU

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

1. Name of the Entity: The Unified Council of Clergy, Inc. a.k.a. Nassau Council of Black Clergy

Address: c/o 569 National Blvd.

City, State and Zip Code: Long Beach, NY 11561

2. Entity's Vendor Identification Number: 11-2655987

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Non-profit Other (specify)

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

Rev. Dolores Miller

Rev. Jonathan Wharton

Rev. Doris Stephens

Pastor Mattie Price

Pastor Hazel Woodley

Pastor Theresa Curry

Evang. Paulette Brown

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

None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

None

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

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

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

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

Dated: 1/9/2016

Signed: Rev Delores Miller

Print Name: Delores Miller

Title: President

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Vendor: United Council of Clergy, Inc aka: Nassau Council of Black Clergy

Dated: 5/5/16

Signed: Rev. Delores Miller PD

Print Name: Rev. Delores Miller

Title: President

Rev. 3-2016

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: 5/5/16

1) Proposer's Legal Name: United Council of Black Clergy
aka: Nassau County Black Clergy

2) Address of Place of Business: c/o: 5169 National Blvd, Long Beach, NY 11561

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516 [redacted] Rev. Stephens
516 [redacted] Rev. Miller

Does the business own or rent its facilities? NO

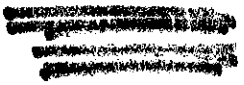
4) Dun and Bradstreet number: 009830212

5) Federal I.D. Number: 11-2655987

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: Evangel Revival Community church

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



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

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

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

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

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

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

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

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

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

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 Elder Carolyn Morris

Address _____

City/State Freeport, NY

Telephone 516-784-8044

Fax # _____

E-Mail Address _____

Company _____

Contact Person Rev. Francine Gilliam

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____

[redacted]

Company Long Beach Martin Luther King Center Inc

Contact Person Paster Myrnessa Steve

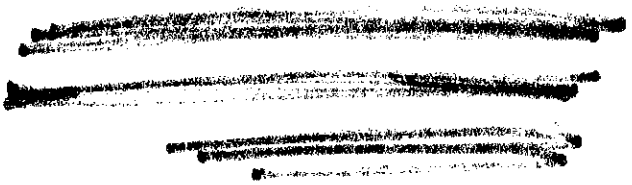
Address [redacted]

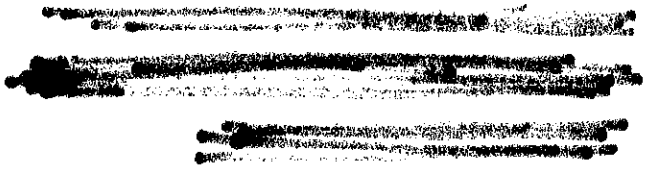
City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____





CERTIFICATION

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

I, Rev. Delores 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 23rd day of MAY 2016

Notary Public

ANNA MIECZKOWSKA
Notary Public - State of New York
NO. 01MI6137585
Qualified in Nassau County
My Commission Expires Jan 30, 2018

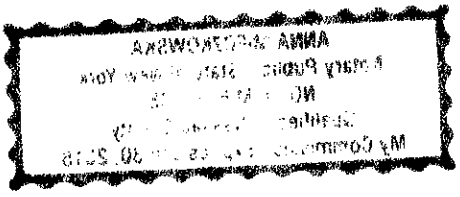
Name of submitting business: Unified Council of Clergy
aka: Nassau Council of Black Clergy

By: Rev. Delores Miller
Print name

Rev. Delores Miller - Delores Miller
Signature

President
Title

5 / 23 / 16
Date



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

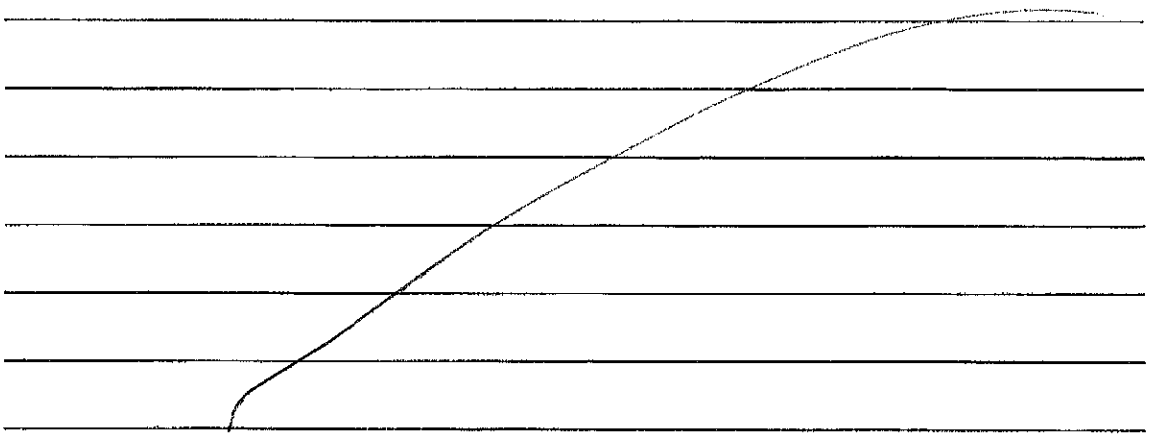
N/A

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

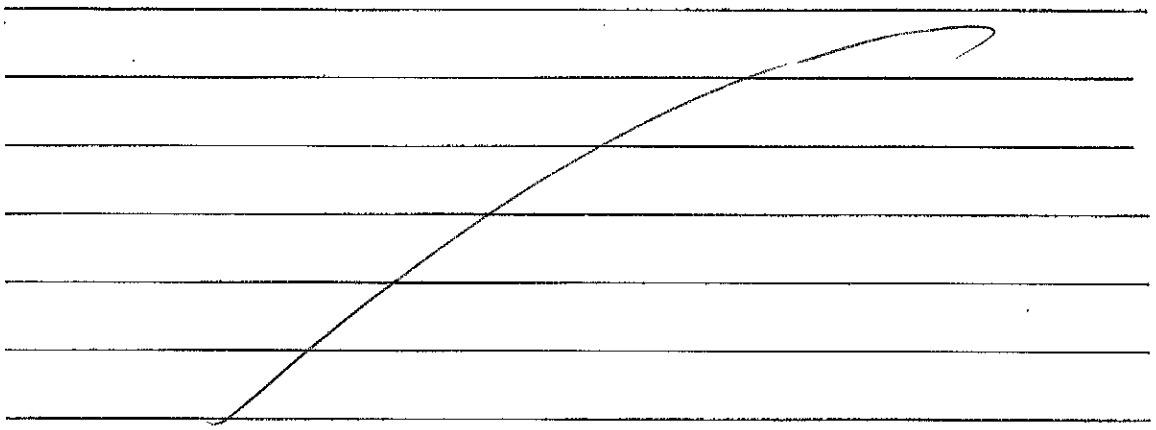
N/A

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

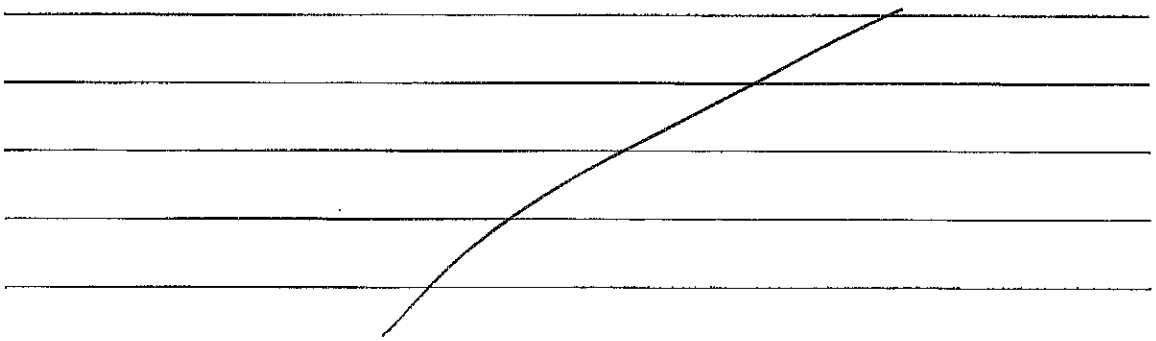
N/A



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



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



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?

_____

_____

_____

_____

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: 6/1/16

Signed: Delores Miller

Print Name: Delores Miller

Title: President

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

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 _____

   Date of birth ____/____/____

   Home address _____

   City/state/zip _____

   Business address _____ Volunteer

   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.

~~Unified~~ United Council of Clergy
aka
Nassau Council of Black Clergy

* Term of Appointment: Lame Duck until

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ~~NO~~ NO ✓
If Yes, provide details. Yes- NCBBE United Council of Energy / No- Victim of Hepl Caregivers

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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, Delores 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 1st day of May 2016

Notary Public

JOSEPH D. BONDS
Notary Public, State of New York
Reg# 01BO4753875
Commission Expires 05-31-2019
Qualified in Queens County

NCOBC/Unified Council of Clergy
Name of submitting business

Delores Miller
Print name

Delores Miller
Signature

President
Title

6, 1, 16
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2016

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

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

PRODUCER	CONTACT NAME:	
MILLER & MILLER INS AGENCY INC/PHS 162627 P:(866) 467-8730 F:(888) 443-6112 301 WOODS PARK DRIVE CLINTON NY 13323	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Sentinel Ins Co LTD	
INSURED	INSURER B:	
	INSURER C:	
NASSAU COUNCIL OF BLACK CLERGY INC 569 NATIONAL BLVD LONG BEACH NY 11561	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			[redacted]	06/03/2016	06/03/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVEY/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE- EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

NASSAU COUNTY JAIL
100 CARMAN AVE
EAST MEADOW, NY 11554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserve

The ACORD name and logo are registered marks of ACORD

MILLER & MILLER INS AGENCY INC/PHS
301 WOODS PARK DRIVE
CLINTON NY 13323

NASSAU COUNTY JAIL
100 CARMAN AVE
EAST MEADOW NY 11554

021172 2/2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2016

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

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

PRODUCER	CONTACT NAME:
PAYCHEX INSURANCE AGENCY INC 210705 P: F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Casualty Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

NASSAU COUNCIL OF BLACK CLERGY INC
569 NATIONAL BLVD
LONG BEACH NY 11561

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		[redacted]	03/01/2016	03/01/2017	X PER STATUTE / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE- EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

NASSAU COUNTY JAIL
100 CARMAN AVE
EAST MEADOW, NY 11554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

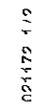
© 1988-2015 ACORD CORPORATION. All rights reserved

 The ACORD name and logo are registered marks of ACORD

PAYCHEX INSURANCE AGENCY INC
PO BOX 33015
SAN ANTONIO TX 78265

MB 01 021172 55762 B 63 A

NASSAU COUNTY JAIL
100 CARMAN AVE
EAST MEADOW NY 11554-1160



Contract ID# CQPR013000001

Department: Office of Purchasing

E-156-16

Contract Details

SERVICE:

NIFS ID #: CLPR1600001 NIFS Entry Date: 5/10/16Term: 7-1-16 to 6/30/18

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

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

Agency Information

Vendor	
Name Auction International, Inc.	Vendor ID# 320038079
Address 11167 Big Tree Rd. East Aurora, NY 14052	Contact Person Russ Scherrer
	Phone 716-870-8950

County Department
Department Contact Eric Naughton
Address 1 West Street, 1st Floor Mineola, NY 11501
Phone 516-571-0528

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)* ☑ *Contractor Registered*	5/10/16 5/11/16	Kathleen Cayo	
	OMB	*NIFS Approval (Contractor Registered)* ☐	5/11/16		Yes☐ No☑ Not required if blanket resolution
6/1/16	County Attorney	*CA RE & Insurance Verification* ☑	6/1/16		
6/1/16	County Attorney	*CA Approval as to form* ☑	6/1/16		Yes☑ No☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/15/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/15/16		

Contract Summary

Description: Procurement Accounts with JP Morgan Chase

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 16 P 3:40

Contract ID# CQPR013000001

Department: Office of Purchasing

Purpose:

The Contractor shall provide for the sale of County owed assets by online auction

Method of Procurement:

The Contractor was selected after a review of the procurement from the prior contract. The prior contract (July 1, 2012-June 30, 2013 was procured as follows: Three Contractors were solicited to provide these online auction services. It was determined that the streamlined procurement method would be appropriate given the time situation in commencing work. The three contractors solicited were ProperyRoom.com, Public Surplus and Auction International, Inc. All Three Contactors submitted proposals in response to the solicitation. After review of the proposals, Auction International, Inc. was selected based upon their experience, expertise and availability.

Procurement History:

Nassau County has been under contract with Auction International for the last 8 Years for this function

Description of General Provisions:

As described above.

Impact on Funding / Price Analysis:

None

Change in Contract from Prior Procurement:

Renewal – Extension of time for two year.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	10
Resp:	1100
Object:	DD 419
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other Grant	$
TOTAL	$

LINE	INDEX/OBJECT CODE	AMOUNT
1	PRGEN1100 DD 419	$ .01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kathleen Cayon **Date:** 5-10-16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/15/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Auction International

2. Dollar amount requiring NIFA approval: $ 0.01

Amount to be encumbered: $ 0.01

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 07/01/2016-06/30/2018

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

If yes, please explain: _____

4. Funding Source:

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

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

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

Provide On-line auction services for sale of County property

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:

CQPR13000001 - $0.01

AUTHORIZATION

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

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE COUNTY EXECUTIVE AND AUCTIONS INTERNATIONAL, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Auctions International, Inc. to provide for the sale of County owned assets by online auction, 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 Auctions International, Inc.

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: Auction International

CONTRACTOR ADDRESS: 11167 Big Tree Rd, East Aurora NY 14052

FEDERAL TAX ID #: 320038079

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on 1/29/13 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 it was determined that the streamlined procurement method would be appropriate given the time situation in commencing work. The three contractors solicited were ProperyRoom.com, Public Surplus and Auction International, Inc. All Three Contactors submitted proposals in response to the solicitation. After review of the proposals, Auction International, Inc. was selected based upon their experience, expertise and availability
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

X. ☒ Vendor will not require any sub-contractors.

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

Department Head Signature
Eric Naughton
5/11/2016
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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO - NO CONTRIBUTIONS MADE

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

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

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

Vendor: AUCTIONS INTERNATIONAL INC.

Dated: 05/12/2021

Signed:

Print Name: RUSS SCHERER

Title: PRESIDENT

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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

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

None - NO

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

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

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

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

Dated: 05/26/16

Signed: [signature]

Print Name: Russ Schreier

Title: President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Ross Scherrer
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 11167 Big Tree Rd
   City/state/zip East Aurora Ny 14052
   Telephone 800-536-1401
   Other present address(es) (None)
   City/state/zip (None)
   Telephone 1-800-536-1401 / 716-656-1400
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 5/18/15 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. 100% Shareholder

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___;
   If Yes, provide details. Owner of East Aurora Auction and expo center ~~(Aucondo Corner)~~ (flea and farmers market)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

I, Russ Schreiber, 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 12 day of May 2016

Lynn Czaja
Notary Public

LYNN CZAJA
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY, NY
MY COMMISSION EXPIRES 5/13/2017

Name of submitting business: Auctions International Inc.

By: Russ Schreiber
Print name

Signature

President
Title

05 / 12 / 2016
Date

Business History Form

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

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

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

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

Date: 05/12/2016

1) Proposer's Legal Name: Auctions International Inc.

2) Address of Place of Business: 11167 Big Tree Rd. East Aurora NY

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): N/A

Phone: (800) 536-1401

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 146703369

5) Federal I.D. Number: 32-0038079

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

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

8) Does this business control one or more other businesses? Yes X No __ If Yes, please provide details: DBA's not related to Auction industry

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

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

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

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

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

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

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

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

IF A SITUATION AROSE - WE WOULD CONTACT THE COUNTY AND LOOK TO THEIR GUIDANCE IN A RESOLUTION

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 State of Vermont - Surplus Property

Contact Person Teresa Lewis

Address 1078 US Route #2

City/State Montpelier VT 05602

Telephone (802) 828-1006

Fax # _____

E-Mail Address _____

Company COMMONWEALTH OF MASSACHUSETTS SURPLUS

Contact Person PAUL GUERINO

Address 1 ASHBURTON PLACE

City/State BOSTON MA 02108

Telephone 617-720-3300

Fax # 617-727-4527

E-Mail Address _____

Company COUNTY OF ROCKLAND NY

Contact Person PAUL BRENNAN

Address 50 SANITORIUM ROAD, BLDG A, 2ND FL

City/State POMONA NY 10970

Telephone 845-364-3824

Fax # _____

E-Mail Address _____

Section 3- Company Information

New York 'C' Corporation:	Inc. Date:	Employer ID:
Auctions International, Inc.	8/2002	320038079

Headquarters	Telephone	Facsimile
11167 Big Tree Road, East Aurora, NY 14052	800-536-1401	800-569-3334

Website	Email
www.AuctionsInternational.com	rich@auctionsinternational.com

Company History
Conducted live and online auctions as Scherrer Auctions from 1989 to 2004. Auctions International, Inc. was founded in 2002. Scherrer Auctions was closed in 2004, with all business activity transferred to Auctions International, Inc. Our clients include state, county and local government agencies, educational institutions, state and municipal authorities, plus police and fire departments. Auctions International is NOT a subsidiary of any other company. We are currently registered with the Department of State to conduct business in New York and are authorized to collect sales taxes.

Ownership
Russ Scherrer- Senior Auctioneer is 100% shareholder and owner of Auctions International, Inc

Corporate Officers - Authorized to Enter Binding Agreements
Russ Scherrer, President/ Senior Auctioneer

Annual Business
15 to 25 live auctions per year, with 3000+ online silent auctions each year, and personal property appraisal services.

Legal Consultant for Government Affairs and Public Procurement
Anna Zephro-Jost, [redacted]
Corporate Attorneys
Charles C. Ritter, Jr. Esq. [redacted]
Auditor
Michael J. Songin CPA [redacted]
Bank First Niagara Bank 1455 French Road, Cheektowaga, NY 14043 Tel: (716) 656-5707

Insurance carried by our firm:
Commercial General Liability (general aggregate limit applies per Policy)

- Each Occurrence: $1,000,000
- Damage to Rented Premises $100,000
- Medical Expenses: $10,000
- Personal Injury: $1,000,000
- General Aggregate: $2,000,000
- Products: $2,000,000

Automobile Liability: $1,000,000
Cyber/Data Breach Liability: $1,000,000
Umbrella Liability: $2,000,000

AUCTIONS INTERNATIONAL
PROFESSIONAL AUCTIONEERS

Senior Auctioneer Resume
Russ Scherrer

Professional Auctioneer, Personal Property Appraiser, NY Real Estate Broker
Lead contact and senior manager for all municipality auctions

Professional Designations: Missouri Auction School Graduate, 1988,
CAI Graduate* (Certified Auctioneers Institute), AMI Graduate (Auction Marketing Institute),
CAGA Property Appraiser (Certified Appraisers Guild of America)

Auctioneer Licenses: Cities of Buffalo, New York and Niagara Falls, States of Delaware, Florida, Georgia, Indiana, Massachusetts, North Carolina, Ohio, Pennsylvania, Vermont, Virginia, West Virginia and New Hampshire.

Real Estate Broker Licenses: States of New York and North Carolina
Professional Memberships:
NY State Real Property Tax Directors Association
National Property Management Association
A.P.W.A. (American Public Works Association)
S.A.M.P.O. (New York State Association of Municipal Purchasing Officials)
N.Y.S.A.C. (New York State Association of Counties)
National Association of State Agencies for Surplus Property
National Auctioneers Association
New York State Auctioneers Association
North Carolina Auctioneers Association
Ontario Auctioneers Association (Canada)
Society of Professional Auctioneers
National Association of Realtors
Greater Niagara Association of Realtors
Greater Rochester Association of Realtors
Long Island Board Realtors
American Bankruptcy Institute
Highway Superintendents' Associations of 32 New York Counties

Personal Affiliations:
Farm Bureau
Kiwanis of Wales NY, Loyal Order of Moose Lodge 370, Eagles

Education & Special Training:
Certified Appraisers Guild of America, Personal Property Appraiser Certification
Certified Appraisers Guild of America, Real Estate Courses R1, R2 & R3
Cusack Real Estate & Sales Training Center, Real Estate Broker Course
Bryant & Stratton Business Institute, Business Management

AUCTIONS INTERNATIONAL
PROFESSIONAL AUCTIONEERS
CONFIDENTIAL

CONFIDENTIAL

Auction Sales 2006-2015 -(Confidential Information)

2015 LIVE & ONLINE AUCTIONS TO DATE		
Date	Description	Gross Sales
1/31/2016	Online Auctions	$ 2,171,422.00
2/28/2016	Online Auctions	$ 1,659,491.16
3/31/2016	Online Auctions	$ 2,611,798.00
4/30/2016	Online Auctions	$ 2,029,871.00
5/9/2016	Online Auctions	$ 736,450.00
	2016 AUCTIONS TOTAL TO DATE	$9,209,032.16

2015 LIVE & ONLINE AUCTIONS TO DATE		
Date	Description	Gross Sales
1/31/2015	Online Auctions	$1,708,015.00
2/28/2015	Online Auctions	$1,581,517.50
3/31/2014	Online Auctions	$1,328,312.50
4/30/2015	Online Auctions	$1,536,657.00
5/9/2015	Live Auction- State of Vermont Surplus Vehicles	$ 899,165.00
5/13/2015	**Live Auction- Ontario County Tax Foreclosed Real Estate**	**$ 533,900.00**
5/29/2015	Live Auction- Massachusetts OSD -DCR	$ 40,257.00
5/30/2015	Live Auction- Massachusetts OSD- Westborough	$ 67,925.00
5/31/2015	Online Auctions	$2,385,195.40
6/6/2015	**Live Auction- City of North Tonawanda Tax Foreclosed RE**	**$ 309,575.00**
6/13/2015	**Live Auction- Washington County Tax Foreclosed Real Estate**	**$ 607,075.00**
6/20/2015	Live Auction- New York Power Authority	$ 362,055.00
6/25/2015	**Live Auction- Cayuga County Tax Foreclosed RE**	**$ 540,410.00**
6/26/2015	Live Auction- Massachusetts OSD- Ayer State Police	$ 36,250.00
6/27/2015	Live Auction- Massachusetts OSD- DCR	$ 20,230.00
6/30/2015	Online Auctions	$1,981,948.00
7/31/2015	Online Auctions	$2,175,925.00
8/7/2015	Live Auction- Massachusetts OSD- Ayer State Police	$ 67,925.00
8/8/2015	Live Auction- Massachusetts OSD- Westborough	$ 65,400.00
8/26/2015	**Live Auction- Otsego County Tax Foreclosed Real Estate**	**$ 363,075.00**
8/31/2015	Online Auctions	$2,338,567.00
9/30/2015	Online Auctions	$2,236,539.00
10/2/2015	Live Auction- Massachusetts OSD- Ayer State Police	$94,950.00
10/3/2015	Live Auction- Massachusetts OSD- DCR	$47,915.00
10/21/2015	Live Auction- Former New Buffalo Shirt Factory	$202,340.00
10/31/2015	Online Auctions	$2,888,114.00
11/17/2015	**Live Auction- City of Lockport Tax Foreclosed Real Estate**	**$104,300.00**
11/30/2015	Online Auctions	$2,816,023.00
12/5/2015	**Live Auction- City of North Tonawanda Tax Foreclosed RE**	**$193,700.00**
12/14/2015	**Live Auction- City of Niagara Falls Tax Foreclosed Real Estate**	**$1,239,650.00**
12/31/2015	Online Auctions	$2,686,033.00
	2015 AUCTIONS TOTAL TO DATE	$31,458,943.40

CONFIDENTIAL

2014 LIVE & ONLINE AUCTIONS		
Date	Description	Gross Sales
1/31/2014	Online Auctions	$ 1,404,277.50
2/28/2014	Online Auctions	$ 950,357.00
3/25/2014	Live Auction - New York State DOT Industrial Liquidation	$ 53,539.00
3/31/2014	Online Auctions	$ 895,207.50
4/26/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	$ 899,984.00
4/30/2014	Online Auctions	$ 1,241,921.00
5/10/2014	Live Auction - State of Vermont Surplus Equipment	$ 959,490.00
5/21/2014	**Live Auction - Ontario County Tax Foreclosed Real Estate**	**$ 834,110.00**
5/31/2014	Live Auction - New York Power Authority Surplus Equipment	$ 326,945.00
5/31/2014	Online Auctions	$ 2,278,472.00
6/10/2014	**Live Auction – City of Niagara Falls Tax Foreclosed Real Estate**	**$ 2,004,575.00**
6/14/2014	**Live Auction - Washington County Tax Foreclosed Real Estate**	**$ 770,375.00**
6/20/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	$ 57,975.00
6/30/2014	Online Auctions	$ 1,807,469.00
7/28/2014	**Live Auction - Cayuga County Tax Foreclosed Real Estate**	**$ 259,000.00**
7/28/2014	**Live Auction - Niagara County Tax Foreclosed Real Estate**	**$ 651,550.00**
7/31/2014	Online Auctions	$ 1,745,827.00
9/9/2014	**Live Auction – City of Lockport, NY- Tax Foreclosed RE**	**$ 537,300.00**
8/31/2014	Online Auctions	$ 1,764,263.00
9/20/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	$ 95,090.00
9/30/2014	Online Auctions	$ 1,975,852.00
10/10/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	$ 86,250.00
10/18/2014	**Live Auction – City of Tonawanda, NY- Tax Foreclosed RE**	**$ 428,673.00**
10/25/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	$ 46,025.00
10/31/2014	Online Auctions	$ 2,747,533.00
11/15/2014	Live Auction- New York Power Authority	$ 152,325.00
11/30/2014	Online Auctions	$ 1,699,566.00
12/3/2104	**Live Auction- City of Niagara Falls Tax Foreclosed RE**	**$ 394,150.00**
12/5/2014	Live Auction- State of Massachusetts OSD Surplus	$ 60,225.00
12/6/2014	Live Auction- State of Massachusetts OSD Surplus	$ 107,600.00
12/31/2014	Online Auctions	$2,322,796.00
	2014 AUCTIONS TOTAL TO DATE	$29,558,722.00

CONFIDENTIAL

2013 LIVE & ONLINE AUCTIONS		
Date	Description	Gross Sales
1/31/2013	Online Auctions	$1,228,814.50
2/28/2013	Online Auctions	$915,526.00
3/31/2013	Online Auctions	$1,313,355.50
4/30/2013	Online Auctions	$1,589,301.00
5/31/2013	Online Auctions	$1,539,628.50
6/30/2013	Online Auctions	$1,434,793.50
7/31/2013	Online Auctions	$1,449,582.00
6/1/2013	Live Auction - New York Power Authority Surplus Equipment	$198,410.00
6/8/2013	Live Auction - State of Vermont Surplus Equipment	$783,883.00
6/15/2013	**Live Auction - Washington County Real Estate**	**$723,300.00**
6/22/2013	**Live Auction - Chautauqua County Real Estate**	**$1,269,625.00**
8/31/2013	Online Auctions	$1,300,429.00
8/17/2013	**Live Auction - Niagara County Real Estate**	**$1,140,675.00**
8/28/2013	**Live Auction - Cayuga County Real Estate**	**$723,350.00**
8/29/2013	**Live Auction - City of North Tonawanda Real Estate**	**$318,575.00**
9/30/2013	Online Auctions	$2,100,052.00
10/8/2013	**Live Auction - City of Lockport Real Estate**	**$346,500.00**
10/12/2013	Live Auction - Town of Brookhaven Surplus Equipment	$114,233.00
10/26/2013	Live Auction - New York Power Authority Surplus Equipment	$416,105
10/31/2013	Online Auctions	$2,371,613
11/8/2013	Live Auction - State of Massachusetts OSD Surplus Equipment	$97,825.00
11/9/2013	Live Auction - Town of Brookhaven Surplus Equipment	$72,355.00
11/16/2013	Live Auction - State of Massachusetts OSD Surplus Equipment	$120,261.00
11/30/2013	Online Auctions	$2,044,575.00
12/7/2013	Live Auction - State of Massachusetts OSD Surplus Equipment	$72,680.00
12/31/2013	Online Auctions	$2,103,608.50
	2013 AUCTIONS TOTAL	$25,005,172.50

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, Russ Scheerer, 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 12 day of May 2016

Lynn Czaja
Notary Public

LYNN CZAJA
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY, NY
MY COMMISSION EXPIRES 5/13/2017

Name of submitting business: Auctions International Inc.

By: Russ Scheerer
Print name

Signature

President
Title

05 / 12 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: AUCTIONS INTERNATIONAL INC.

Address: 1111 BIG TREE ROAD

City, State and Zip Code: EAST AMHERST NY 14052

2. Entity's Vendor Identification Number: 32-[redacted]0003 8079

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp "C" CORP ____Other (specify)

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

RUSS SCHEERER PRESIDENT

[redacted]

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

RUSS SCHEERER 100% SHAREHOLDER

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

NONE

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

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

NONE

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

NONE

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

NONE

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

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

Dated: 05/26/16

Signed:

Print Name: RUSS SCHIERECK

Title: PRESIDENT

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

AMENDMENT NO. 2

This AMENDMENT, (together with any appendices or exhibits hereto, this "Amendment"), dated as of the date 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 County Executive, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Auctions International, Inc., having an office located at 11167 Big Tree Road, East Aurora, New York 14052 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPR13000001 between the County and the Contractor, executed on behalf of the County on January 29, 2014 (the "Original Agreement"), the Contractor performs certain services for the County in connection with providing for the sale of County owned assets by online auction, 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, 2013 through JUNE 30, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the County and the Contractor desire to extend the Original Term.

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

1. Term Extension. The Original Term shall be extended for two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2018, unless sooner terminated in accordance with the terms of the Original Agreement.

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

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

«VENDOR_NAME»

By: _____
Name: PROD PROCTIONEKL
Title: ROSS SCHERER
Date: _____

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 2 day of May in the year 2016 before me personally came Russ Scherer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Erie; that he or she is the President of Auctions International, 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
LynnCzaja

LYNN CZAJA
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY, NY
MY COMMISSION EXPIRES 5/13/2017

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

On the ____ day of _____ in the year 200__ 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

AUCTIONS INTERNATIONAL, INC.

11167 BIG TREE ROAD, EAST AURORA, NY 14052
Phone: (800) 536-1401 Fax: (800) 569-3334
www.AuctionsInternational.com

Nassau County / Purchasing
1 West Street
Mineola, NY 11501

Date: May 3, 2016

RE: Contract

Dear Deputy:

Please find the enclosed:

1.) Executed – Amendment No. 2
2.) Executed – Exhibit A, Political campaign contribution disclosure
3.) Executed – Consultants, Contractors and Vendors disclosure
4.) Principal questionnaire form
5.) Business History Form
6.) Executed - Exhibit B, Lobbyist registration and disclosure

Please contact RJ @ rich@AuctionsInternational.com or (716) 656-1400 x 110 - if you need any further assistance with this.
We do appreciate your prompt attention to this .....

Thank you for your time....

With Appreciation,

Nicole Gremmel, Accounting
Auctions International, Inc.

Enclosure(s)

Contract ID# CQPR013000001

Department: Office of Purchasing

E-168-15

Contract Details

SERVICE:

NIFS ID #: CLPR15000001 NIFS Entry Date: 6/19/15 Term: 7-1-13 to 6/30/16

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

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

Agency Information

Vendor	
Name: Auction International, Inc.	Vendor ID#: 320038079
Address: 11167 Big Tree Rd. East Aurora, NY 14052	Contact Person: Russ Scherrer
	Phone: 716-870-8950

County Department	
Department Contact: Frank Intagliata	
Address: 1 West Street, 1st Floor Mineola, NY 11501	
Phone: 516-571-6102	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
6/19/15	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☑ *Contractor Registered*	6/19/15	Frank Intagliata	
	OMB	*NIFS Approval (Contractor Registered)* ☐	7/2/15		Yes ☐ No ☐ Not required if blanket resolution
7/8/15	County Attorney	*CA RE & Insurance Verification* ☑	7/8/15		
	County Attorney	*CA Approval as to form* ☐	08/01/2015		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	9/2/15	Loretta A. Petrucci	
	County Attorney	*NIFS Approval* ☐	09/11/2015		
	Comptroller	*NIFS Approval* ☒	10/09/15	30 10/12/15	
9/11/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	9/11/15		

Contract Summary

Description: Procurement Accounts with JP Morgan Chase

CE-168-15

RULES RESOLUTION NO 21L 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE COUNTY EXECUTIVE, AND AUCTIONS INTERNATIONAL, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-9-15
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Auctions International, Inc. to provide for the sale of County owned assets by online auction, 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 Auctions International, Inc.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
1 West Street
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: Auction International

CONTRACTOR ADDRESS: 11167 Big Tree Rd, East Aurora NY 14052

FEDERAL TAX ID #: 320038079

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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.

<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.

Frank Intagliata

Department Head Signature
Frank Intagliata

6-19-15

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

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

AUCTIONS INTERNATIONAL, INC

By: _____
Name: Russ Scherer
Title: President
Date: 3/3/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

AUCTIONS INTERNATIONAL, INC.

By: _____
Name: CINDY A. KLISIEWICZ
Title: PRESIDENT
Date: 5/25/15

NASSAU COUNTY

By: _____
Name: Charles Robrado
Title: County Executive
☑ Deputy County Executive
Date: 11/5/15

PLEASE EXECUTE IN BLUE INK

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 the _____ 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

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

On the 5 day of November in the year 2015 before me personally came Charles R. Bandeo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
No. [illegible] State of New York
[illegible]
Qualified in Nassau County
Commission Expires April 12, 2016

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

N/A

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

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

AUCTIONS INTERNATIONAL, INC

By: _____
Name: Russ Scherrer
Title: President
Date: 3/3/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

Contract ID#: CQPR

Department: Office of Purchasing

Contract Details

SERVICES: Online auction services

NIFS ID #: CQPR 13000001 NIFS Entry Date: _____ Term: July 1, 2013 – June 30, 2014

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

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

Agency Information

Vendor

Name: Auctions International, Inc.

Vendor ID#: 320038079

Address: 808 Borden Road, Cheektowaga, New York 14227

Contact Person: Russ Scherrer

Phone: (716) 870-8950

County Department

Department Contact: Frank Intagliata

Address: 1 West Street, 1st Floor, Mineola, NY 11501

Phone: (516) 571-6102

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	12/27/13		Yes ☐ No ☑ Not required if blanket resolution
12/30/13	County Attorney	*CA RE&I Verification* ☑	12/30/13		
	County Attorney	*CA Approval as to form* ☐	12/30/2013		Yes ☐ No ☒
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	12/30/2013		
	County Comptroller	*NIFS Approval* ☐	1/2/14	CCL 1/16/14	
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/29/14		

PR5254 (8/04)

Contract ID#: CQPR Department: Office of Purchasing

Contract Summary

Description: Original Agreement.
Purpose: The Contractor shall provide for the sale of County owned assets by online auction.
Method of Procurement: The Contractor was selected after a review of the procurement from the prior contract. The prior contract (July 1, 2012-June 30, 2013) was procured as follows: Three contractors were solicited to provide these online auction services. It was determined that the streamlined procurement method would be appropriate given the time sensitive situation in commencing work. The three contractors solicited were PropertyRoom.com, Public Surplus and Auctions International, Inc. All three contractors submitted proposals in response to the solicitation. After review of the proposals, Auctions International, Inc. was selected based upon their experience, expertise, and availability.
Procurement History: The Contractor has worked with the County pursuant to other contracts.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: $.01
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	
Resp:	1100
Object:	
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PRGEN1100	$.01
2		$
3		$
4	J. Smith 12/30/13	$
5		$
6		$
	TOTAL	$.01

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name Steven J. Schrader	Date 1/29/14
Date 1/23/14	Date 1/22/14	(For Office Use Only) E #:

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Auctions International, Inc.

CONTRACTOR ADDRESS: 11167 Big Tree Road, East Aurora, New York 14052

FEDERAL TAX ID #: 320038079

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

IV. ☐ 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.** The Contractor was selected after a review of the procurement from the prior contract. The prior contract (July 1, 2012-June 30, 2013) was procured as follows: Three contractors were solicited to provide these online auction services. It was determined that the streamlined procurement method would be appropriate given the time sensitive situation in commencing work. The three contractors solicited were PropertyRoom.com, Public Surplus and Auctions International, Inc. All three contractors submitted proposals in response to the solicitation. After review of the proposals, Auctions International, Inc. was selected based upon their experience, expertise, and availability.

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

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

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

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

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12/24/13

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

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the 'County"), acting on behalf of the Office of the County Executive, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 and (U) Auctions International, Inc., having an office located at 11167 Big Tree Rd., East Aurora, NY 14052 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on July 1, 2013 and shall terminate on June 30, 2014, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing for the sale of County owned assets by online auction (the "Services"). The Services are more fully described and attached hereto as Exhibit 1 under the Services section.

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 in accordance with the attached Exhibit 1 Budget/Payment section.

(b) 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.

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

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

liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, 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, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach s not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall

performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act.

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

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

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

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

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

13. 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

than One Million Dollars ($1,000,000.00) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Right to Works/Intellectual Property Rights (a) Except as noted in Subsection (c) below, upon execution of this Agreement, any reports, documents, data, designs, drawings, photographs, footage, and/or any other material or information provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County and shall be returned to the County upon completion of services.

(b) The completed video as well as all working material, including, but not limited to, all trademarks, copyrights, reproduction and publication rights, etc., shall become the sole property of the County. The Contractor acknowledges that the County may, in its sole discretion, register copyright in any of the copyrightable materials produced under this Agreement with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this effort. The Contractor shall not sell or distribute any of these County property interests in whole or in part to any third parties. The Contractor, with the expressed written permission of the County, may be allowed to use limited examples of the completed work for marketing or other uses.

(c) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, except solely the specific modifications made by the County, which modifications shall be owned by the County.

(d) Where applicable, works for authorship created by the Contractor for the County in

hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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, 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 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.

18. 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.

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. 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 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.

[Remainder of Page Intentionally Left Blank.]

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

AUCTIONS INTERNATIONAL, INC.

By: Cindy A. Klusiewicz

Name: Cindy A. Klusiewicz

Title: PRESIDENT

Date: 10/18/13

NASSAU COUNTY

By:

Name: Richard R. Walker

Title: Chief Deputy County Executive

Date: 1/29/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

)ss.:

COUNTY OF ERIE

On the 18 day of Oct in the year 2013 before me personally came Cindy A. Klisiewicz to me personally known, who being by me duly sworn, did depose and say that he or she resides in the County of Chautauqua; that he or she is the President of Auctions International Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC
Lynn Czaja

LYNN CZAJA
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY, NY
MY COMMISSION EXPIRES 5/13/2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 29 day of January in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Exhibit 1

Services:

The Contractor shall prepare and conduct an online auction for the sale of County owned assets, including, without limitation, vehicles, machinery, and other equipment. The Services to be provided by the Contractor shall include, but are not be limited to:

1. At the County's sole discretion, the County shall identify County assets to be auctioned by the Contractor.

2. The Contractor shall travel to County facilities to obtain photos and condition reports of County designated items up for auction. At the County's sole discretion, the County may elect to obtain their own photos and condition reports at no cost to the County.

3. The Contractor shall make all necessary preparations for auctioning County designated items online at www.AuctionsInternational.com or such other mutually agreeable website. This shall include, but is not limited to:

    a. Uploading photos and condition reports onto the website
    b. The County and the Contractor shall both agree on acceptable beginning and closing auction dates and times to be uploaded by the Contractor onto the website.
    c. The Contractor shall post any minimum bid requirements, set by the County, on each rejected bid.

4. It is agreed that all auctioned items shall be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise. The County retains all rights to reject any bids they deem insufficient.

5. Upon accepting a winning bid, the County agrees to provide merchantable title for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). Additionally, the County agrees to not sell listed merchandise before the term of the online auction has been completed.

6. The Contractor shall submit to the County, upon the County's request, any reports, invoices, materials or other documentation in relation to the Services to be provided pursuant to this Agreement.

All Services shall be completed within the term of this Agreement and in accordance within the timeframe as directed by the Department.

Budget/Payment:

1. The winning bidder shall pay a 10% buyer premium, added to the successful high bid prices, which will constitute the Contractor's compensation for the Services provided under this Agreement, except as noted under section 2 below.

2. The County may elect to have the Contractor provide services as described under section 2 of the Services section of this Exhibit. If the County elects to have the Contractor perform such services, the fee shall be Thirty Dollars ($30.00) for each vehicle and Five Dollars ($5.00) for each auction lot that is not a motor vehicle. Such fees will be deducted from sale proceeds, before final payment is made to County.

3. The Contractor shall mail a check to the Department Head or to such person designated by the Department Head for all proceeds collected within fifteen (15) business days after the County approves the bids for the sale items, along with an accounting summary and copies of receipts. The check shall be made payable to the "Treasurer of Nassau County." In the event of a bidder's refusal or failure to pay for their invoiced items, the Contractor will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from all future auctions. If the backup bidder does not accept the merchandise for the backup bid price, the merchandise will revert back to the possession of the County, after a reasonable time has passed for the backup bidder to send payment to the Contractor. At the discretion of the County, any unsold merchandise can be re-listed in a future online auction.

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

with the County Contract.

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be

included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that

are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

CINDY A. KLISIEWICZ (Name)

[redacted] (Address)

800-536-1401 EXT 102 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or

benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

10/18/13
Dated

Cindy A. Kusiewicz
Signature of Chief Executive Officer

Cindy A. Kusiewicz
Name of Chief Executive Officer

Sworn to before me this

18 day of October, 2013

Lynn Czaja
Notary Public

LYNN CZAJA
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY, NY
MY COMMISSION EXPIRES 5/13/2017

EDWARD P. MANGANO
County Executive

CHRISTOPHER MISTRON
STOP-DWI Coordinator

E - 157-16
Additional backup

NASSAU COUNTY TRAFFIC SAFETY

To: **Comptroller's Office**

From: Christopher Mistron, Coordinator
Nassau County STOP-DWI

Date: June 6, 2016

Subject: **NY Coalition for Transportation Safety Sole Source**
Transportation Education for People with Disabilities

There is only one provider of the services sought for this contract. The contractor was determined to be the sole source provider of the personal services needed based on their past history with our programs (16 years) and their standing as a contractor for the NY State Governor's Traffic Safety Committee, the National Highway Traffic Safety Administration and National Easter Seals Project Action. The NY Coalition is a 501(c)3 not for profit organization and as such is eligible to apply for grant funded programs that would benefit Nassau County.

As a contractor for National Easter Seals, the NY Coalition produced, in conjunction with NY City Department of Education, District 75, a Travel Training curriculum that is in use throughout the United States. They have more than 10 years' experience in working with and addressing the needs of people with disabilities. The contractor's unique and special experience, skills, expertise, and availability to perform requested services in the most immediate and timely manner were deciding factors in their selection.

This contract is funded by Handicapped Parking fines.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 22 P 12:58

Contract ID#: CQTS16000002

Department: Traffic Safety Board

E-157-16

Contract Details

SERVICE Traffic Safety Programs for Special Needs Populations

NIFS ID #CQTS16000002 NIFS Entry Date: 2/11/16 Term: from 01/01/16 to 12/31/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

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

Agency Information

Vendor

Name	Vendor ID#
NY Coalition for Transportation Safety	**112926953**
Address	**Contact Person**
213-37 39th Avenue, #204 Bayside, NY 11361	Cynthia Brown, Ex. Dir.
	Phone
	(516) 571-6808

County Department

Department Contact
Christopher Mistron, STOP-DWI Coordinator
Address
1194 Prospect Avenue Westbury, NY 11590
Phone
(516) 571-7021

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)* ☑	4/15/16 4/15/16		
	OMB	*NIFS Approval* ☐	4/14/16		Yes ☐ No ☐ Not required if blanket resolution
4/20/16	County Attorney	*CA RE & Insurance Verification* ☑	4/20/16		
	County Attorney	*CA Approval as to form* ☑	5/10/16		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			Yes ☒ No ☒
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/17/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/17/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 17 P 3:39

PR5254 (8/04)

Contract ID#: CQTS16000002

Department: Traffic Safety Board

Contract Summary

Description: Traffic Safety – Programs for children and adults with special needs.

Purpose.: The contract promotes the use of child restraints for children with special needs. Programs will be geared to parents and caregivers of said children to provide instruction on correct usage and installation of special needs seats. NY Coalition will also address transportation issues for older children and adults with disabilities and assist them in learning to use fixed route transit. They will coordinate high school travel training education programs with NICE Bus.

Method of Procurement: The contract is funded by the Handicap Parking Surcharge grant monies which are 100% reimbursable. The program is mandated by VTL section 1203-g. requiring that any vendor must have a federally trained certified child safety seat technician with a specialty in the special needs population. The vendor is unique in their ability to provide this service.

Procurement History: The county has a history of cooperating with community not-for-profit vendors to engage in highway safety programs. The county contracts with the vendor. All proposed expenditures are made in accordance with an approved budget which is made part of the contractual agreement. All expenses are 100% reimbursable.

Description of General Provisions:

1. Advise hospital and schools that service children with disabilities that we install, inspect and loan special needs restraints.
2. Provide print information on the types of special needs restraints available.
3. Distribute print information to pediatric and early childhood intervention programs.
4. Inspect and install all types of child safety seats at Nassau County Child Passenger Fitting Station.
5. Conduct outreach programs in the safe transportation of children and adults with special healthcare needs.
6. Work with high schools to teach graduating students with disabilities to use fixed route transit.

Impact on Funding / Price Analysis: The funding for this project is 100% reimbursable and no county match is required.

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	TS95
Resp:	X6
Object:	DE
Transaction:	501

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ - 0 -
Federal	$
State	$
Capital	$
Other	$ 40,000.00
TOTAL	$ 40,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TSGRT95Y20TH/DE 501	$ 40,000.00
2		$
3		$
4	D. Amato 4/20/16	$
5		$
6		$
TOTAL		$ 40,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Christopher Mistron, Nassau County STOP-DWI Coordinator **Date:** 4/6/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name:	Name	Date 6/17/16
Date:	Date	(For Office Use Only) E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: New York Coalition for Transportation Safety

2. Dollar amount requiring NIFA approval: $ 0

Amount to be encumbered: $ 40,000.00

This is a: ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2016 - 12/31/2016

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 % 100%
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:

Nassau County Traffic Safety has the responsibility to provide services for special needs children to keep them safe in their vehicles. The program is mandated by VTL section 1203-g. requiring that any vendor must have a federally trained certified child safety seat technician with a specialty in the special needs population. This program will be available to all parents and families of special needs children and will help educate parents and care providers with the ability to properly restrain the child in vehicles. In addition this program has been identified and approved as a public education initiative in the Department of Motor Vehicles.

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:

AUTHORIZATION

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

Rosemarie Bell — 4/19/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: New York Coalition for Transportation Safety

CONTRACTOR ADDRESS: 213-37 39th Avenue, #204, Bayside, NY 11361

FEDERAL TAX ID #: 112926953

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department Head Signature

4/14/16

Date

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

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NA

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

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

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

Vendor: Ny Coalition for Trans. Safety

Dated: 5/2/16

Signed: Cynthia Brown

Print Name: CYNTHIA BROWN

Title: Ex Director

Rev. 3-2016

PQF (02/2016)

This is a 501(c)3. No one holds any interest at all.

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~~ Winston, Cynthia Brown
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address NY Coalition 213-37 39th Ave. #204
   City/state/zip Bayside, NY 11361
   Telephone 516-967-7651
   Other present address(es) [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/N/A Treasurer ___/N/A
   Chairman of Board N/A/___ Shareholder N/A/___
   Chief Exec. Officer N/A/___ Secretary N/A/___
   Chief Financial Officer N/A/___ Partner N/A/___
   Vice President ___/___/___ NA ___/___/___
   (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 ___; If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

I, Cynthia Brown, 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 14 day of June 2016

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI5044039
Qualified in Nassau County
Commission Expires May 22, 2018

My Coalition for Transportation Safety
Name of submitting business

Cynthia Brown
Print name

Cynthia Brown
Signature

Ex. Director
Title

4 / 14 / 2016
Date

Cynthia B. Brown
[redacted]

PROFESSIONAL EXPERIENCE

New York Coalition for Safety Belt Use, Inc./
DBA New York Coalition for Transportation Safety
213-37 39th Avenue, #204
Bayside, NY 11361
(1987-Present)

Executive Director
Responsibilities include: office administration, grant writing, program implementation and monitoring, fiscal management, reports, and general oversight of the agency

Queensborough Community College
56th Avenue & Springfield Boulevard
Bayside, New York 11364
(1986-87)

Assistant to the Director of Continuing Education
Responsibilities included: Publication of Continuing Education Brochure, Initiating new Continuing Education programs; Payroll for Adjunct Staff; Registration

Delson Public Relations
Riverside Drive
Whitestone, New York 11357
(1982-1986)

Account Executive

Accounts included Queensborough Community College, Office of Continuing Education; New York University Upward Bound Program; New York Coalition for Safety Belt Use. Responsibilities included public information and education campaigns, fund raising, material development and media contacts.

Avery-Knodel
555 Madison Avenue
New York, New York 10022
(1964-1975)

Office Supervisor
Firm represented 52 countrywide television and 110 radio stations and handled all commercial advertising placed on these stations by national advertisers. Responsibilities included supervision of all non-executive staff; time sheets; vacation schedules; employee training and hiring of personnel other than executives.

EDUCATION AND CERTIFICATION

Maryland Institute of Art – Attended
Hunter College, CUNY – Attended
Queens College, CUNY – Attended

Certified New York State Traffic Safety Program Trainer
Certified National Highway Traffic Safety Administration,
Highway Safety Management Course Trainer
Transportation Safety Institute Safe Communities Trainer
Federal Highway Administration Designing for Pedestrian Safety Training
Federal Highway Administration Intersection Safety Training

COMMUNITY AND CIVIC ACTIVITIES

- Chairperson, Northeast Queens League of Women Voters
- Newsletter Editor, New York City League of Women Voters
- President, Parents Association, P.S. 203Q
- President, Presidents' Council District 26 Queens (Consisted of 26 Elementary and Middle Schools)
- President, Parents Association, Benjamin N. Cardozo High School
- President, Confederation of Queens High School Parent Associations
- Parent Representative on New York City Board of Education Panel that produced document defining Parents/Parent Association rights and responsibilities in the New York City School System (1991-1993). This document became part of NY City Education Law.

NEW YORK COALITION FOR TRANSPORTATION SAFETY

213-37 39TH Avenue, Box 204, Bayside, New York 11361
516-571-6808
email: NYCoalitio@aol.com

BOARD OF DIRECTORS

Officers

Robin Markowitz, *Chairman*
Diane Bucceri, Secretary

Members
Automobile Club of NY
DEDICATEDD, Marge Lee, President
Community Parent Center, Wendy Tepfer, Director
Governor's Traffic Safety Committee
Westbury Public Safety Commission, Gloria Monitto

John D. States, M.D.,
Chairman Emeritus

Advisory Members

Terence J. Moakley, Ex. Director, Community Affairs, United Spinal Association
Thomas Louizou, Regional Director, National Highway Traffic Safety Administration,

Founding Organizations

American Association for Automotive Medicine
Medical Society of the State of New York

Staff

Cynthia Brown, Executive Director
Diane Bucceri, Executive Assistant
Mark Hoffacker, Program Coordinator/ Child Safety Seat Educator
Lynne Brown, Educator, Graphic Designer

CAPABILITIES

- Coalition development
- Creation of audio/video public service announcements
- Creation and production of print media
- Graphic design
- Grant writing and grant administration
- Presentations and workshops
- Seasonal media campaigns

COMMITMENT

The New York Coalition for Transportation Safety is committed to reducing the number of injuries and fatalities that occur on our roadways by safety for pedestrians, bicyclists and motorists. We will conduct safety education programs for school children, adults and older adults. We are certified Child Passenger Safety Technicians and we will provide assistance to parents of well and special needs children as regards their safe transportation. Our programs are funded by federal and state grants.

STEERING COMMITTEE MEMBERS

Automobile Club of New York
Community Parents Center
DEDICATTEDD
(An anti-drunk driving organization)
Governor's Traffic Safety Committee
Westbury Public Safety Commission

ADVISORY MEMBERS

United Spinal Association,
Community Affairs
Thomas Louizou, Retired
Region 1 Director, National Highway
Traffic Safety Administration

FOUNDING ORGANIZATIONS

American Association for
Automotive Medicine
Medical Society of the
State of New York

ACCREDITATIONS

Certified DisabilitySensitivity Trainers
Certified NETS Instructor
(Networking Employers for Traffic Safety)
Transportation SafetyInstitute Workshop
Instructor/Facilitator
Certified Instructor of National Highway
Traffic Safety Administration
Passenger Safety Advocate Curriculum

PROFESSIONAL ASSOCIATIONS

AARP/Livable Communities
Long Island Youth Safety Coalition
Nassau County Child Fatality Review Team
New York State Association of
Traffic Safety Boards
Nassau County Traffic Safety Board
Queens County Traffic Safety Board
SAFE KIDS, Nassau and Queens Counties

NEW YORK COALITION FOR TRANSPORTATION SAFETY

213-37 39TH Avenue
Box 204
Bayside, New York 11361

Email:
nycoalition@aol.com
www.NYCTS.org

The New York Coalition for Transportation Safety

is a non-profit, statewide organization originally established in 1982 as the New York Coalition for Safety Belt Use, Inc. The Coalition was founded jointly by the Medical Society of the State of New York and the American Association for Automotive Medicine.

Initially the Coalition was a single focus group that sought to reduce motor vehicle related trauma in the State of New York by increasing the use of safety belts by motorists. In time it became apparent that many factors contribute to the complex picture that is motor vehicle injuries. We expanded our scope to include safety programs for pedestrians and bicyclists, as well as motorists, and changed our name to the NY Coalition for Transportation Safety to better reflect our expanded our efforts. The following list serves as a guide to the types of grant funded activities we conduct:

- Assembly programs for children in grades K-12
- Bicycle safety programs
- Pedestrian safety programs
- School bus safety programs
- Mature driver and pedestrian programs
- Bilingual (English/Spanish) programs
- Programs for children with special needs (conducted in concert with NY City Department of Education, District 75)
- Classroom instruction in travel training for young people with disabilities

During its twenty-eight years of operation, the NY Coalition has received grants from federal, state, local and private agencies. Grant funds are used to develop and conduct public information and education campaigns in a variety of locales. A brief description of some programs the Coalition has produced is included herein.

PROGRAM

Identification and Analysis of Factors Contributing to Pedestrian Crashes in Nassau County ***Sponsor:*** Nassau County Traffic Safety Board with funding provided by NY State Governor's Traffic Safety Committee
Description: *Mapped pedestrian injuries and fatalities from 1991-2000, analyzed data, and compiled final report indicating locations experiencing the most injuries and fatalities.*

Queens County Senior Citizens Demonstration Program
Sponsor: NY State Governor's Traffic Safety Committee
Description: *Geared to Directors of Senior Centers. Identified the major factors that contributed to motor vehicle injuried and fatalities, including prescription medications, being inucrred by older adults. Led to the development of a citizens guide to the medications that most affect drdiving skills and the establishment of a CarFit program in Queens County.*

Preventing Alcohol Abuse by College Students
Sponsor: NY State Governor's Traffic Safety Committee
Description: *This program surveyed college students at two schools in Nassau and Suffolk Counties to determine the extent of alcohol use on campus. Results were tallied and analyzed by the University of Minnesota and provided in confidence to the participating schools so that remedial action could be taken.*

"On Our Own":Conducted in conjunction with the NY City Department of Education District 75
Sponsor: National Easter Seals Project ACTION with funding provided by the Federal Transit Administration
Description: *A program to instruct and familiarize high school students with disabilities in the use of public transportation: included the development of a curriculum used nationally.*

HIGHLIGHTS

Inventory of Injury Prevention Programs in New York and New Jersey
Sponsor: National Highway Traffic Safety Administration, Region II, White Plains, NY
Description: *Researched and developed an inventory of Injury Prevention Programs in NY and NJ for the purpose of forming injury prevention partnerships and developing Safe Communities Programs.*

"Practice Safety First": A Guide to Bicycle, Pedestrian and In-Line Skating Programs in NY State *(County-by-County)* ***Sponsor:*** NY State Governor's Traffic Safety Committee
Description: *Researched, designed and produced an educational guide to Bicycle, Pedestrian and In-line Skating Programs in New York State for the purpose of assisting community-based organiza tions wishing to develop or expand their activities in these areas.*

Bicycle and Pedestrian Safety for Latino Adults and their Families
Sponsor: Nassau County Traffic Safety Board
Description: *This program will provide bicycle and pedestrian safety education to families, including Latino families, through schools, churches and social organization. Bicycle helmets, reflective materials and "Sharing the Road" literature will be distributed to all participants.*

ABC'S of Traffic Safety in Queens County
Sponsor: NY State Governor's Traffic Safety Committee and Queens Borough President
Description: *A comprehensive program that provides educational classes on pedestrian and bicycle safety for children in Grades K-8; teaches older adults best walking practices; introduces t them to the CarFit program; and, addresses aggressive driving and the dangers of text messaging while driving. Materials produced include a brochure discouraging text messaging and a curriculum designed to teach students and adults how to assess their environment for safe walking routes.*

BHF (02/2016)

Business History Form

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

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

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

Date: 3/23/2016

1) Bidder's/Proposer's Legal Name: Ny Coalition for Safety Belt Use, Inc.

2) Address of Place of Business: 1194 Prospect ave, Westbury, NY 11590

List all other business addresses used within last five years:
none

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

Phone [redacted]

Does the business own or rent its facilities? N/A

4) Dun and Bradstreet number: 948001581

5) Federal I.D. Number: 112926953

6) The bidder/proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ___ Other (Describe) 501(c)3 NOT FOR PROFIT CORP.

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ✓ No ___ If Yes, please provide details: Provide services to Nassau Co. Traffic Safety Bd. Space only

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

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

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

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

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

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

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

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

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

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

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

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

occurrence. _____

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No Conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____
We have no financial business with Nassau C.
all funds are grants whose applications were approved
& which funds are disbursed as described in grant.

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; none

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

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 4

vi) Annual revenue of firm; Grant dependent

vii) Summary of relevant accomplishments See attached

viii) Copies of all state and local licenses and permits. not relevant

B. Indicate number of years in business. Incorporated as a not for profit 7/22/1988

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. See attached

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 NY State Governor's Traffic Safety Committee

Contact Person Chuck Conway

Address 6 Empire State Plaza, 4105

City/State Albany, NY 12228

Telephone 518-486-1920

Fax # _____

E-Mail Address CHUCK.CONWAY@dmv.NY.GOV

Safe Routes to School Prog

Company NY STATE DOT, Region 10, Long Island

Contact Person Chris Badour

Address State Office Bldg. 250 Vet. Mem. Hgh., Hauppauge, NY 11788

City/State Hauppauge, NY 11788

Telephone 631-952-6120

Fax # 631-952-6120; 631-952-6026

E-Mail Address Christian.Badour@DOT.NY.gov

[redacted]

Company Strategic Road Safety

Contact Person Thomas Lawson, Ret. Captain / Director, NHTSA

Address [redacted]

City/State [redacted]

Telephone 646-734-6434

Fax # —

E-Mail Address THOMAS.LOVIZIO@VERIZON.NET

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.

See attached Brochure

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, Cynthia Brown, 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 14 day of April 2016

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044038
Qualified in Nassau County
Commission Expires May 22, 18

Notary Public

Name of submitting business: My Coalition for Transportation Safety

By: Cynthia BROWN Print
name

Cynthia Brown
Signature

Exp Director
Title

4 / 14 / 16 Date

COUNTY OF NASSAU

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

1. Name of the Entity: New York Coalition for Safety Belt Use, Inc./DBA NY Coalition for Transportation Safety

Address: 213-37 39th Avenue, #204

City, State and Zip Code: Bayside, NY 11361

2. Entity's Vendor Identification Number: 112926953

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp 501(c)3 Not for Profit Other (specify)

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

Cynthia Brown, Executive Director; [redacted]

Robin Markowitz, Chairman [redacted]

Representative, Automobile Club of NY, 1415 Kellum Place, Garden City, NY 11530

Marge Lee, DEDICATEDD, [redacted]

Wendy Tepfer, Community Parent Center, 1260 Meadowbrook Rd., No. Merrick, NY 11566

Representative, NY State Governor's Traffic Safety Committee, Empire State Plaza, Albany, NY 12228

Gloria Monitto, Westbury Public Safety Commission, 509 Carle Rd., Westbury, NY 11590

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

NONE

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

DBA - NY Coalition for Transportation Safety – All principals are the same as for NY Coalition for Safety Belt Use, Inc.

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

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

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

NONE

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

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

Dated: 3/23/2016

Signed: Cynthia Brown

Print Name: Cynthia Brown

Title: Ex Director

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

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 TRAFFIC SAFETY BOARD AND THE NEW YORK COALITION FOR TRANSPORTATION SAFETY, INC>

WHEREAS, the County has negotiated a personal services agreement with the New York Coalition for Transportation Safety, Inc. for instruction and education in the use of restraints for children and adults with special needs so they can be safely transported in various types of motor vehicles, 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 the New York Coalition for Transportation Safety, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of April 4th 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 One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"), and (ii) New York Coalition for Transportation Safety, Incorporated, a New York State, not-for-profit corporation, having its principal address at [redacted] (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall be instruction and education in the use of restraints for children and adults with special needs so they can be safely transported in various types of motor vehicles. They will conduct travel training programs for high school students with special needs and liaison with NICE Bus and AbleRide. The proposed activities are outlined in the grant application request annexed hereto as "Appendix A" and made part hereof.

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 not exceed **Forty Thousand Dollars ($40,000.00)** payable as per the attached program budget attached hereto as "Appendix B." (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and U attached hereto and with 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, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has

the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or

more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

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

Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old

Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. 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.
If the Contractor is a not-for-profit, religious or charitable organization or a governmental entity and the Contractor requests that the charge be waived, then please ask the Deputy County Executive in charge of your vertical to determine whether the charge should be waived.]

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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

By: Cynthia Brown
Name: CYNTHIA BROWN
Title: Ex. Director
Date: 4/14/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 14 day of April in the year 2016 before me personally came Cynthia Brown to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Exc Director of NY Coalition for Pain Safety, 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

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI5044059
Qualified in Nassau County
Commission Expires May 22, 2018

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

APPENDIX A

Child Seats for Special Needs Children and Transportation Education for People with Disabilities In Nassau County 1/1-12/31/16

This program will provide the following components:

1. Inspection and installation of car seats/special needs car seats for Nassau County residents on a weekly basis.
2. Education in the use of federally approved restraints for children and adults with special needs.
3. Advocacy for safe and adequate transportation for children and adults with special needs.
4. Resources for people with special needs as regards safe transportation of children and adults.
5. Travel Training programs for high schools with special needs populations to introduce students to independent travel so they may reach job training sites.
6. Liaison between schools and NICE Bus to familiarize special needs students with services provided by NICE, including paratransit services.

Additionally, we continue to lend certain types of very expensive special needs car seats to people who only require them for a short period of time. A certified special needs car seat instructor will oversee this program as well as conduct all outreach and education programs including the installation and inspection of all special needs restraints.

Submitted January 2, 2016 by:
New York Coalition for Transportation Safety
213-37 39th Avenue, Box 204
Bayside, New York 11361

Executive Director
Cynthia Brown
nycoalitio@aol.com
516-571-6808

APPENDIX B

NY Coalition for Transportation Safety
Special Needs/Handicapped Budget
1/1/16-12/31/16

Personal Services		
Project Coordinator		
125 Hours @ $40 p/hr	$4,000.00	
Travel Instructor/Safety Seat Tech.		
500 Hours @ $35 p/hr	$17,500.00	
Administrative Assistants		
125 Hours @ $20 p/hr	$2,500.00	
Fringe @ 28%	$6,720.00	
Total Personal Services		$30,720.00
OTPS		
Accounting Fees	$2,300.00	
Equipment Rental	$875.00	
Insurance/Premises	$1,000.00	
Printing/photocopying	$600.00	
Promotional Materials	$1,500.00	
Supplies	$500.00	
Telephone	$1,400.00	
Travel (includes mileage, air fare		
conferences, hotel, meals)	$1,105.00	
Total OTPS		$9,280.00
GRAND TOTAL		**$40,000.00**

Contract ID#: CQSS16000015

Department: Social Services

E-159-16

Contract Details

SERVICE Preventive Services

NIFS ID #: CQSS16000015 NIFS Entry Date: 05/20/16 Term: from 07/01/16 to 06/30/17

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

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

Agency Information

Vendor	
Name Adelphi University Institute for Parenting	Vendor ID# 111630741 - 09
Address 1 South Ave., P.O. Box 701 Garden City, NY 11530	Contact Person Dr. Marcy Safyer Email:msafyer@adelphi.edu
	Phone 516 877-3060 Fax: 516 237-8512

County Department
Department Contact Michael Kanowitz
Address 60 Charles Lindberg 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)* ☐	5/23/16		
	OMB	*NIFS Approval* ☐	5.31		Yes ☒ No ☐ Not required if blanket resolution
6/7/16	County Attorney	*CA RE & Insurance Verification* ☑	6/7/16		
6/7/16	County Attorney	*CA Approval as to form* ☑	6/8/16		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/20/16		

2016 JUN 20 P 12:19

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5254 (8/04)

Contract ID#: CQSS16000015

Department: Social Services

Contract Summary

Description: Nassau County Babies Can't Wait

Purpose: We are mandated to provide preventive services for children. Infants and toddlers , ages 0 to 5 years, and their parents, involved in the child public welfare system, where children have experienced abuse, maltreatment or other trauma, and are at risk of out of home placement are the service population. The goal shall be the prevention of out of home placement. Nassau County Babies Can't Wait is aimed at reducing the risk of repeated abuse and neglect and increasing safety, permanency, and well-being for children zero to five years of age in foster care.

Method of Procurement: The vendor is a sole source provider. The Adelphi University Institute for Parenting (IP) is the only one source for infant mental health assessment and infant mental health treatment services for very young children traumatized by exposure to violence and maltreatment. IP staff has the specialized training, sufficient experience, skill and knowledge to deliver the goods or services needed by DSS in a timely manner. **(See the attached sole source justification for further details)**

Procurement History: We have been using this vendor for many years as a subcontractor for the same program.

Description of General Provisions: IP provides services as part of the Nassau County Babies Can't Wait project, a partnership between Family Court, DSS & Adelphi. IP provides needs assessment & direct clinical services for youth 0-5 involved in the public child welfare system using interventions that are trauma informed and responsive to the developmental and emotional needs of this population
Appendix A1 of the contract describes the scope of services to be provided. The program is comprised of two major components: An intensive Infant Mental Health (IMH) Assessment and an intensive Infant Mental Health Treatment.

Impact on Funding / Price Analysis: Federal 45 % · State 20 % County 35%
2016: 07/01/16 -12/31/16 Amount to be encumbered for 2016 $60,000.00
2017: 01/01/17-06/30/17 Amount to be encumbered for 2017 $60,000.00

Change in Contract from Prior Procurement: Not applicable- New contract

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,000.00
Federal	$54,000.00
State	$42,000.00
Capital	$
Other Grant	$
TOTAL	$ 120,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSGEN7600/TT714	$ 120,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 120,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/20/16
Date	Date	(For Office Use Only) E #:

127886

PR5254 (8/04)

CQSS16080015

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Adelphi University Institute for Parenting

2. Dollar amount requiring NIFA approval: $ 120,000.00

Amount to be encumbered: $ 120,000.00

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: 07/01/16 to 6/30/17

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 % 45
State % 20
County % 35

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

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

We are mandated to provide preventive services for children. Infants and toddlers , ages 0 to 5 years, and their parents, involved in the child public welfare system, where children have experienced abuse, maltreatment or other trauma, and are at risk of out of home placement are the service population. The goal shall be the prevention of out of home placement. Nassau County Babies Can't Wait is aimed at reducing the risk of repeated abuse and neglect and increasing safety, permanency, and well-being for children zero to five years of age in foster care.

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:

CQSS15000008 Adelphi University- Day Care Services Paid under Blanket Encumbrances CUSS16000001 ($.01) and CUSS15000001 ($.01).

AUTHORIZATION

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

Signature Title Date 6/1/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

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 SOCIAL SERVICES, AND ADELPHI UNIVERSITY INSTITUTE FOR PARENTING

WHEREAS, the County has negotiated a personal services agreement with Adelphi University Institute for Parenting, to provide infant mental health assessment and therapeutic supervised visitation using Child-Parent Psychotherapy 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 agreement with Adelphi University Institute for Parenting

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: Adelphi University Institute for Parenting

CONTRACTOR ADDRESS: 1 South Avenue, P.O. Box 701, Garden City, NY 11530

FEDERAL TAX ID #: 111630741

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

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

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

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department Head Signature

5-23-16

Date

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

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160 • UNIONDALE, NEW YORK 11553-3686

DEPARTMENTAL MEMO

TO: John E. Imhof, Ph.D.
Commissioner

FROM: Maria Lauria
Director of Children's Services

DATE: May 20, 2016

SUBJECT: Sole Source Justifiation: Adelphi University Institue for Parenting (IP)

Ref: Nassau County Procurement Policy/Procedure Countywide policy # CE-01 (9/20/04), Section VIII, Sole Source.

Request authorization to enter noncompetitively into a contract with the Adelphi University Institue for Parenting (IP) for the provision of comprehensive assessments and intensive services for infants and toddlers, ages 0 to 5 years, and their parents, involved in the public child welfare system, where children are at risk of out of home placement. IP is the sole source for this service within Nassau County.

Background: Current research in the science of early childhood development and neuropsychology indicates that very young children are traumatized by exposure to violence and maltreatment. Infants and toddlers, ages 0 to 5 years, involved in the public child welfare system may experience trauma due to exposure to domestic or community violence, separation from primary caregivers, temporary removal from the home, and out of home placement. Child welfare cases can involve child abuse and neglect, domestic violence, termination of parental rights, incarceration of primary caregivers, or cases wherein a caregiver enters residential rehabilitation. The provision of infant mental health assessments by evaluators with specific training in infant mental health will better identify the service needs of such children and inform DSS and court decision making. The provision of infant mental health treatment for child and parent within the context of the parent/child pairing can enhance both clinical and child welfare permanency planning outcomes.

IP's mental health assessment and treatment service is a court-ordered service. Further, IP is a sole source for this service for infants and toddlers involved in the child welfare system.

Sole source justification:

- The Adelphi University Institue for Parenting (IP) is the only one source for infant mental health assessment and infant mental health treatment services for very young children traumatized by exposure to violence and maltreatment. IP staff has the specialized training, sufficient experience, skill and knowledge to deliver the goods or services needed by DSS in a timely manner.

- There are no other services that provide the equivalent or similar benefits. A review the Long Island 211 database and services provided by the Mental Health Association of Nassau County and North Shore Child and Family Guidance reveal there are no programs that address the specific needs of infants and toddlers, ages 0 to 5 years, and their parents, involved in the public child welfare system, where children are at risk of out of home placement.
- The cost of the goods or services is reasonable in light of the benefits
- The County's needs cannot be met by an alternative product or services that may be available from other vendors

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Vendor: Adelphi University
One South Avenue –
Garden City, NY 11530

Dated: April 15, 2016
April 15, 2016

Signed: [signature]

Print Name: Timothy P. Burton

Title: Senior Vice President & Treasurer

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 Timothy P. Burton, Senior Vice President and Treasurer
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address Adelphi University - One South Avenue
   City/state/zip Garden City, NY 11530
   Telephone 516 877 3385
   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 9/01/2008 to present
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

I, Timothy P. Burton, 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 15 day of April 2016

15 April 2016

Notary Public

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

Adelphi University
Name of submitting business

Timothy P. Burton
Print name

Signature

Senior Vice President & Treasurer
Title

4, 15, 2016
Date

4 15 2016

LYNN A. WOOLSEN
Notary Public, State of New York
Registration # 01WO6085875
Qualified in Nassau County
My Commission Expires April 8, 2018

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 Dr. Christine M. Riordan

   Date of birth ____/____/____

   Home address [redacted]

   City/state/zip [redacted]

   Business address Adelphi University

   City/state/zip One South Avenue, Garden City, NY 11530

   Telephone 516 877 3838

   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 07 / 01 / 15 Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

I, Dr. Christine M. Riordan, 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 15 day of June 2016

Notary Public

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

Adelphi University
Name of submitting business

Dr. Christine M. Riordan
Print name

Signature

President
Title

6 / 15 / 16
Date

Business History Form

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

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

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

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

Date: APRIL 8, 2016

1) Proposer's Legal Name: Adelphi University

2) Address of Place of Business: One South Avenue – Garden City, NY 11530

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): NOT APPLICABLE

Phone: 516 877-3385

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 065972838

5) Federal I.D. Number: 11-1630741

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ✓ Other (Describe) NOT FOR PROFIT EDUCATIONAL 501(C)(3)

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

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

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

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

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

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

ADELPHI UNIVERSITY SHALL CONTACT NASSAU COUNTY IN THE EVENT A POTENTIAL CONFLICT OF INTEREST ARISES AND TAKE THE APPROPRIATE STEPS FOR RESOLUTION.

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; 1896 Adelphi University 2006 AU Institute For Parenting (IfnP)

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; N/A

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable); NY

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. 120 YEARS - ADELPHI 10 years/AU IfnP

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 District Attorney's office

Contact Person Sheryl Anania - Executive Assistant DA

Address 262 Old Country Road

City/State Mineola, New York 11501

Telephone (516) 571-3573

Fax # (516) 571-2266

E-Mail Address sheryl.anania@nassauda.org

Company The Safe Center

Contact Person Sandy Oliva

Address 15 Grumman Road West Suite 1000

City/State Bethpage, New York 11714

Telephone (516) 465-4700

Fax # (516) 465-4750

E-Mail Address Soliva@caduinc.org

Company The New York Center for Child Development

Contact Person Evelyn Blanck, MSW - Associate Executive Director

Address 159 West 127th Street 10027

City/State New York City, New York

Telephone (212) 752-7575

Fax # (212) 752-7564

E-Mail Address ejblanck@msn.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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Timothy P. Burton, 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 24th day of May 2016

Notary Public

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

Name of submitting business: Adelphi University
One South Avenue – Levermore Rm 310
Garden City, NY 11530

By: Timothy P. Burton
Print name

Signature

Senior Vice President & Treasurer
Title

5, 24, 2016
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Adelphi University

Address: One South Avenue

City, State and Zip Code: Garden City, NY 11530

2. Entity's Vendor Identification Number: 11-1630741

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____X___Other (specify) "Not for Profit Educational Institutio

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):

See attached listings

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.

Not Applicable

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

"None"

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

"None"

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

Not Applicable

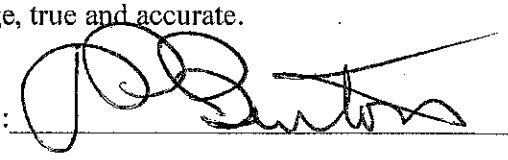
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not Applicable

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: April 15, 2016

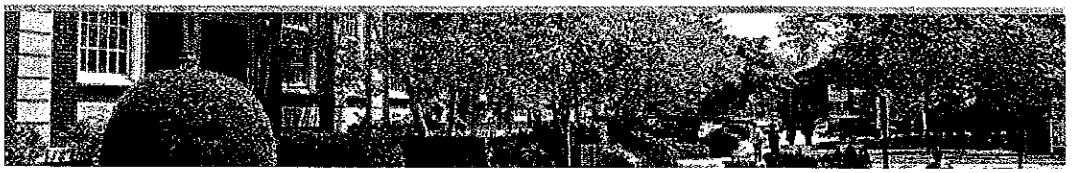
Signed: 

Print Name: Timothy P. Burton

Title: Senior Vice President and Treasurer

Board of Trustees

Leadership Team
Board of Trustees
Academic Deans
Past Presidents



Our expert leadership.

The Board of Trustees delegates operational authority to the president as the University's chief executive officer with the expectations of transparency, accountability, performance, collaboration and service as the face and voice of the University.

A senior administrative team of five vice presidents reports to the president and works collaboratively to establish and achieve institutional priorities. This organizational structure provides continuous review of progress against goals and facilitates data-driven decision making.

»Upcoming meetings

Front Row L-R: Z. Paul Akian, Lois C. Schlissel, Ronald B. Lee, Thomas F. Motamed, Charles Tolbert, Angela M. Jaggar, Jeffrey Bolton, Grace C. Pilcer
Middle Row L-R: Paul Salerno, N. Gerry House, Arun Agrawal, Robert B. Willumstad, Christine M. Riordan, Frank Angello, Loretta Cangialosi, Helene Sullivan
Back Row L-R: Jeffrey R. Green, Noreen Harrington, Ivaylo Ninov, Osbert Hood, Susan H. Murphy, Adaeze Udoji, William Tenet

Robert B. Willumstad '05 (Hon)
Chairman, Board of Trustees
Partner
Brysam Global Partners

Thomas F. Motamed B.A.'71, J.D.
Vice-Chair, Board of Trustees
Chairman and Chief Executive Officer
CNA Financial Corporation

Christine M. Riordan, Ph.D.
President, Adelphi University
Ex-Officio

Steven N. Fischer
Chairman *Emeritus*, Board of Trustees
Former Chairman and Chief Executive Officer
Mechanical Technology Inc.

Frank Angelio B.B.A. '77, M.B.A.
Secretary, Board of Trustees
Former Chief Financial Officer
Lighthouse International
Former Chief Financial Officer
JPMorgan Treasury & Securities Services Group

Steven L. Isenberg '00 (Hon.)
Chairman *Emeritus*, Board of Trustees
Former Publisher
New York *Newsday*

Arun K. Agrawal, MBA '12, MD
Founder, President, and CEO
Garden City Medical Services

Z. Paul Akian B.A. '64
Chief Executive Officer
Western Filter, Western FluiDyne, Integra Technologies

Jeffrey Bolton B.A. '61
Retired Managing Director
Neuberger Berman, Inc.

Loretta Cangialosi B.B.A. '80
Senior Vice President and Controller
Pfizer, Inc.

Jeffrey R. Greene, M.B.A.
Global Transaction Leader
for Life Sciences
Ernst & Young, LLP

Noreen Harrington B.S. '81
Alternative Investments
MD Sass

Osbert Hood B.S. '86, M.B.A.
Chief Operating Officer
Advent Capital Management, LLC

N. Gerry House, Ed.D.
President and Chief Executive Officer
Institute for Student Achievement

Angela M. Jaggar B.S. '62, M.A. '65, Ph.D.
Retired Professor
New York University
School of Education

Laurence Kessler B.A. '65
Founder and Co-owner
Kessler Restaurants

Ronald B. Lee B.A. '67
Founder and Chairman Emeritus
Lee, Nolan and Koroghlian, LLC

Lindsey Kupferman Levine M.A. '02, Ph.D. '06
Faculty
Columbia University
Department of Psychiatry, College of Physicians and Surgeons

Susan Murphy, Ph.D.
Vice President Emerita
Cornell University

Ivaylo Ninov '08
Chief Financial Officer
Western Management Corp.

Grace Pilcer M.A. '79, Ph.D. '84
Clinical Psychologist
Private Practice

Peter Principato B.A. '87
Founding Partner
Principato-Young Entertainment

Paul Salerno B.B.A. '76
Retired Managing Partner, Melville Office
PricewaterhouseCoopers LLP

Lois C. Schlissel, J.D.
Managing Attorney; President
Meyer, Suozzi, English & Klein, P.C.

Patrick S. Smalley B.A. '86
Executive VP and Managing Director
MCH Group LLC

Helene Sullivan B.B.A.'79
Retired Chief Financial Officer
Save the Children

William Tenet B.A. '75, M.D.
Medical Director
NYU Langone Cardiovascular Associates
Clinical Associate Professor of Medicine,
NYU School of Medicine

Charles Tolbert
Attorney and Agent
Law Offices of Charles Tolbert

Adaeze Udoji B.A. '08, J.D.
Associate
Wilson, Sonsini Goodrich & Rosati PC

Trustees *Emeriti*

Richard C. Cahn

Michael J. Campbell '65

Joan S. Girgus, Ph.D.

Palmina R. Grella, M.B.A. '73

John J. Gutleber B.B.A. '68, M.B.A.'70

Michael L. Lazarus '67

Thomas Dixon Lovely '54, '04 (Hon.)

Horace G. McDonell, Jr. '52, '02 (Hon.)

Leon M. Pollack '63

Marjorie Weinberg-Berman, M.S. '61

Barry T. Zeman

Upcoming Meetings

2016 Board Of Trustees Meeting Dates

- *Inauguration of President Christine M. Riordan—Friday, March 11, 2016*

- *16th Annual President's Gala—Saturday evening, March 12, 2016*
- Saturday & Sunday, March 12 & 13, 2016
- Monday, June 6, 2016
- Sunday/Monday, September 18 & 19, 2016
- Monday, December 12, 2016

2017 Board Of Trustees Meeting Dates

- *17th Annual President's Gala—Saturday, March 18, 2017 tentative*
- Sunday & Monday, March 19 & 20, 2017
- Monday, June 12, 2017
- Sunday & Monday, September 17 & 18, 2017
- Monday, December 11, 2017

Leadership Team

Leadership Team
- Office of the Provost
- Office of the Treasurer
- Office of Public Affairs
- Office of Enrollment Management and Student Success
- Office of University Advancement

Board of Trustees
Academic Deans
Past Presidents

Vice Presidents

Gayle D. Insler
Provost and Senior Vice President for Academic Affairs

» Office of the Provost

Timothy P. Burton
Senior Vice President and Treasurer

» Office of the Treasurer

Lori Duggan Gold, M.S. '12
Vice President for Communications

» Office of Public Affairs

Lauren Mounty
Vice President for Enrollment Management and Student Success

» Office of Enrollment Management and Student Success

Christian P. Vaupel '96, M.S. '03
Vice President for University Advancement

» Office of University Advancement

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.

THIS AGREEMENT, dated as of July 1, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 (the "Department"), and (ii) Adelphi University Institute for Parenting, a New York State not for profit corporation, having its principal office at 1 South Avenue, P.O. Box 701, Linen Hall, Lower Level Room 9, Garden City, New York 11530 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from July 1, 2016 through June 30, 2017, subject to sooner termination as set forth in this Agreement, provided however, the County may renew this Agreement for four (4) additional one (1) year periods. All renewals, if any, shall be under the same terms and conditions as this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement (the "Services") shall include: i) infant mental health assessment and therapeutic supervised visitation using Child-Parent Psychotherapy (CPP) services for families at risk. These Services are more fully described in the Program Narrative and Scope of Services, which is attached hereto and incorporated herein by reference as Appendix A1. Job titles performing services under Appendix A1 are contained in Appendix A2, Schedule of Job Titles.

b) In the event of a conflict or ambiguity between any term of this Agreement, above the signature page, and any Exhibit or Appendix, the Agreement above the signature page, shall

take precedence followed by Appendix A1and Appendix A2: Program Narrative and Scope of Services, and Schedule of Job Titles and Descriptions, respectively and Exhibit "A", the budget summary.

c) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

d) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include without limitation changes to the Contractor's executives, directors and supervisors.

e) Reporting

(1) Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by the Department.

(2) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Children's Services a monthly report in a format approved by the Department enumerating the following:

i. total number of case referrals received during the month, each case shall be identified by case name, case number, and date of referral;

ii. total number of assessments completed by Contractor for the month; and

iii. other statistical information requested by the Department which is relevant to the program's status and success.

f) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

g) Performance Standards. The Contractor shall comply with the following performance standards related to screening and assessment services: i. Contractor shall commence the intake process of the child(ren) within one week of receiving the referral from the Department. ii. Contractor shall commence the intake of the parent(s) within one week of receiving the referral from the Department.

h) The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

i) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors.

3. Payment. (a) Consideration. (i) The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement shall not exceed One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00) (the "Maximum Amount"), to be paid in arrears on a reimbursement basis in accordance with the provisions of this Agreement. The Maximum Amount is to be encumbered as follows: initial encumbrance for Year 2016 only shall be Sixty Thousand and 00/100 Dollars ($60,000.00) ("Year 2016 Encumbrance"); subsequent encumbrance for Year 2017 only to be encumbered at a future date to be determined by the Department shall be Sixty Thousand and 00/100 Dollars ($60,000.00) ("Year 2017 Encumbrance"). Each encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor will be notified when the Year 2017 Encumbrance is available.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears (except for the advance), on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Services provided and the payment requested as consideration for such Services, (b) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the Services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated

representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10^{th}) 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, as defined below: (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the budget summary (the "Budget") attached to this Agreement, which is annexed hereto as "Exhibit A".

(g) Reconciliation and No Rollover of Funds. On or before the last day of the third (3^{rd}) month following the end of each Agreement year and the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different Agreement year.

(h) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with

respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

4. Independent Contractor. The Contractor is an independent Contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as 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) Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding client information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended. The Contractor agrees to maintain the confidentiality of Information relating to Children Services records in accordance with New York Social Services Law §372 and Title 18 NYCRR 423.7, as well as other applicable provisions of Federal and New York State Law.

(e) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all employees, agents and other personnel who have direct contact with the Department's clients pursuant to this Agreement. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients

(f) Contractor specifically represents and warrants that, to the extent applicable to the Contractor, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required New York State approvals, authorization(s), certification(s), registration(s), license(s) and/or permit(s) required by the State, County or local authorities for the Services (collectively, the "License" or "Licenses"). In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately notify the County.

(g) The Contractor shall require verification that any agent otherwise required by law, employee, or subcontractor have documentation of completion of a child abuse mandated reported training course.

(h)The provisions of this paragraph shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding

or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the Indemnified Parties..

(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 and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence, (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 which is acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, or (c) waived 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. Subcontracting.

(a) Contractor shall not subcontract any portion of the work without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported subcontracting without such prior written consent shall be null and void.

(b) Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and even if the use of such partners or subcontractors has been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully

responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) The Contractor shall comply with the insurance requirements as provided in the Insurance Section 9(b).

12. Termination. (a) Generally. This Agreement, or any of the services described herein, may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i)\ Within thirty (30) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

13. 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.

14. 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.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lay or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. 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.

17. 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.

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 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.

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 Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement, or any of the services described herein, 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.

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. 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.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement and agree to be bound by its terms as of the first date written above.

ADELPHI UNIVERSITY INSTITUTE FOR PARENTING

By: _____

Name: Timothy P. Burton

Title: Senior Vice President and Treasurer

Date: April 15, 2016

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO6305675
Qualified in Nassau County
My Commission Expires June 6, 2019

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

112298 126927

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 15 day of April in the year 2016 before me personally came Timothy P. Burton to me personally known, who, being by me duly sworn, did depose and say that he or ~~she~~ resides in the County of Suffolk; that he or ~~she~~ is the SVP & Treasurer of Adelphi University, 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

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she **is a County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A1

PROGRAM NARRATIVE and SCOPE of SERVICES

Nassau County Babies Can't Wait Project

Project Overview: Contractor shall utilize the Adelphi University Institute for Parenting (IP) VISIT Project for the purpose of providing infant mental health assessment and therapeutic supervised visitation using Child-Parent Psychotherapy (CPP) that will guide service and treatment plans and better meet the needs of the families in the child welfare system. The program is comprised of two major components, an intensive **Infant Mental Health (IMH) Assessment and** intensive **Infant Mental Health Treatment.** The Contractor will have no direct or indirect administration or supervisory responsibility with respect to the Infant Mental Health services at Adelphi University Institute for Parenting..

Service Population: Infants and toddlers, ages 0 to 5 years, and their parents, involved in the public child welfare system, where children have experienced abuse, maltreatment or other trauma, and are at risk of out of home placement, .

Number of Families to be Served: Up to forty (40) families and their children will be served during the project term.

Project Budget: $120,000.00 (up to 40 dyadic assessments of parent and child at $3,500.00. Each additional child or adult as needed $500 per person)

Referral Criteria: All 0-5 year olds and their parents in the Right Start for Babies initiative who will be referred to the VISIT Project for IMH assessment and potential IMH treatment must meet the following criteria:

1. Subject to an open Services case with a permanency planning goal of return to parent
2. Cases involve infants and toddlers, ages 0 to 5 years, and their parent(s)- biologic and foster, where children are at substantial risk of out of home placement
3. Infants and toddlers, ages 0 to 5 years, have experienced trauma and are at substantial risk of negative mental health outcomes
4. Service is court ordered or DSS referred

Project Description: The program is comprised of two major components, an intensive **Infant Mental Health (IMH) Assessment and** an intensive **Infant Mental Health Treatment.**

Infant Mental Health Assessment

The purpose of the IMH assessment of the parent-infant/toddler and their significant caregiver is to provide child welfare and the court with the information and/or recommendations regarding the most effective case plan and the potential for reunification and whether the Infant Mental Health services at Adelphi University Institute for Parenting and other services may achieve the goal.

The comprehensive IMH assessment involves a thorough developmental and behavioral assessment of the infant/toddler, including observations of the infant/toddler with the foster parent, biological parent, child care providers and siblings, the use of assessment tools, assessment of the parent's capacities to nurture this infant/toddler, a functional description of interactions between the infant/toddler and the parent, and an examination of the extent to which the pair has or will have the capacity for developing a relationship that will promote the infant/toddler's healthy development. In addition, a full developmental assessment of each 0-5 year old will be done using the Infant/Toddler Developmental Assessment (IDA). The IMH assessment provides information to child welfare and the court to inform case planning, permanency planning, assess the possibility of reunification, and assess the benefit of further IMH treatment.

A typical assessment is comprised of approximately fifteen (15) hours of face to face contact with the birth parent and infant/toddler and all of his/her "special and significant" relationships, such as foster parent, or grandmother, for example, in order to characterize each of the child's relationships with their caregivers. In the event that a biological parent is not available for this assessment due to unusual circumstances such as death, hospitalization or incarceration, the infant/toddler will still be thoroughly assessed within the context of the relationship with the foster parent and other significant relationships. The assessment includes home and clinic based observations, standardized procedures and naturalistic observations, structured and unstructured interviews and self-report measures. The assessment examines a parent's stress level, potential depressive symptomology, past childhood experiences, personal and community supports, the children's behavior and temperament and trauma symptoms. Parents' interactions with their infants/toddlers as well as their representations of their relationship are also assessed. Parents are asked to spend time playing with their child using both structured and unstructured observational measures. They are videotaped so that they can later be looked at to understand the interactions through video feedback sessions with parents. A thorough assessment is performed for treatment planning purposes.

Infant Mental Health Treatment

The IMH Treatment component involves implementation of a case plan specific to each family. The recommendation defines explicit treatment goals. The IMH clinician works with the family and provides dyadic (parent-child) therapeutic supervised visitation two (2) times a week as well as one individual parent session with either (biological/resource) parent for video feedback, parent guidance or mental health until permanency is achieved for the infant/toddler either through reunification or adoption. The therapeutic visitation is the vehicle for IMH Treatment. The therapeutic supervised visitation between the parent and child is intended to heal very young children who have been abused, neglected and/or traumatized. Some key components

to the intervention are developmental guidance, providing corrective attachment experiences for parents and children, child-parent psychotherapy, which helps parents reflect upon their own attachment history and its impact on their responses to their children and interaction guidance with video feedback. The IMH clinician will also provide case management and assist parents with navigating the challenges in everyday living that may interfere with their ability to parent. They will provide case coordination, and follow-up, attend monthly review meetings and facilitate access to other aspects of the service plan in concert with the child welfare case worker.(i.e. early intervention or medical, psychiatric referrals) The Evidenced Based approach to treatment that will be used is called Child-Parent Psychotherapy (CPP) with Video Interactive Guidance.

CPP is based on attachment theory and combines and integrates principles from multiple theories (developmental, trauma, social-learning, psychodynamic and cognitive-behavioral) to help parents and their children recover from maltreatment. CPP is a dyadic, relationship-based treatment for parents and young children that help to restore normal developmental functioning by focusing on repairing the attachment relationships that are negatively affected by variety of types of abuse and neglect. The goal is to establish a sense of safety and trust within the parent-child relationship and address the co-constructed meaning of the maltreatment shared by the parent and child. Sessions focus on parent-child interactions to support and foster healthy coping, affect regulation, and increased appropriate reciprocity between parent and child. Parent guidance on child development, behavioral management, as well as crisis intervention and case management are provided as needed in an unstructured way.

The assessment continues throughout their participation in the program for each family that participates in The VISIT Project in order to monitor progress and update case plans and again after permanency is attained to evaluate if goals have successfully been reached and to plan for necessary supportive services to assure their continued success if needed.

Review Meetings: Review meetings are held monthly with the parties involved with the case/service plan to review and assess progress, eliminate barriers, and when appropriate request modifications from the judge. Attendees to this meeting are called **Parent/Infant-Toddler Teams.**

Reporting: IMH clinicians provide to DSS and the court detailed reports describing the strengths and challenges of parents and children and their relationship, as well as recommendations, for relevant parties, including attorneys and judges with regards to the scope of services needed to address the trauma and developmental needs of each 0-5 year old i.e., emotional, psychological, cognitive, language relational etc as well as the range of service needs of the parent (s), such as trauma, substance use, emotional, cognitive, parenting capacity.

APPENDIX A2

SCHEDULE of JOB TITLES

Project Staff:

1. 3 Full Time IMH Clinicians
2. 3 Part Time Infant Mental Health Clinicians

Remainder of Page Intentionally Left Blank

EXHIBIT "A"

BUDGET SUMMARY

Service Fee:

Infant Mental Health (IMH) Assessment: The fee for an assessment, consisting of 23 hours of work, is $3,500.00. Each additional child or adult as needed $500 per person.

A completed assessment consists of the following tasks:

Initial Intake Assessment - completed in 2 appointments

1. Relational Assessment
2. Mental Health Evaluation including MSE
3. Complete Psycho-Social History of Parent and Child
4. Standardized Assessment Measures
5. Developmental Assessment (Infant Toddler Developmental Assessment, IDA)

Parent Child Observation sessions – 2 sessions, 1.5 hour each (3 hours)

Home Visits – 2 sessions

1. Foster Home- Observation of child
2. Biological Parent

School/ Day Care Visit- (2 hours)

1. Observation of Child
2. Consultation with Teacher of Daycare Staff and Director

Collateral Contacts /Information Gathering (3 hours)

1. Early Intervention
2. Pediatrician
3. Lawyers
4. Parent service providers (i.e. probation, mental health, medication management, drug/alcohol treatment)

Report Writing (6.5 hours)

Infant Mental Health (IMH) Treatment: No charge to the county at this time.

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 arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may

only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements 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.

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~~ financial officer of the Contractor is:

Timothy P. Burton
Senior Vice President & Treasurer

(Name)

Adelphi University
One South Avenue – Levermore Rm 310
Garden City, NY 11530

(Address)

516 877-3385

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

April 15 2016

Dated

P Burton

Signature of Chief ~~Executive~~ FINANCIAL Officer

TIMOTHY P. BURTON

Name of Chief ~~Executive~~ FINANCIAL Officer

Sworn to before me this

15 day of April, 2016

Notary Public

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

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 Adelphi University Institute for Parenting, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Timothy P. Burton, ~~Senior Vice President and Tr~~easurer

Corporate Title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services from July 1, 2016 through June 30, 2017.

Mary E. Aldridge, Assistant Secretary to the Board of Trustees and Special Assistant to the President
Officer

Sworn to before me this 15

day of April, 2016

Notary Public

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: April 20, 2016

Subject: Adelphi University Institute for Parenting (Preventive Services Nassau County Babies Can't Wait)
New Contract 2016-17

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 April 1, 2016, 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. Prior to the formal letter, CSEA had been provided with a copy of the proposed contract. In an e-mail on March 24, 2016 from Glen Tuifel to Deputy Commissioner Paul F. Broderick, CSEA indicated that they had no objection.

It is requested that the County proceed with the contract processing.

Att.
10099
127889

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

April 1, 2016

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: Adelphi University Institute for Parenting
Infant Mental Health Assessment and Therapeutic Visitation (New) (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

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
127562

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).

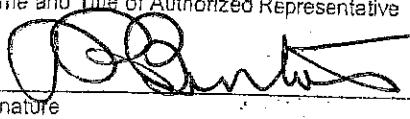
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(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.

Timothy P. Burton
Senior Vice President & Treasurer
Name and Title of Authorized Representative

m/d/yy



Signature

4/15/2016
Date

Adelphi University
One South Avenue –
Garden City, NY 11530

Name of Organization

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CL-06-16
Additional Backup

★ Judge Horowitz
Political Contrib
Form

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/18/16

Vendor: Robert Horowitz

Signed: Robert Horowitz

Print Name: ROBERT HOROWITZ

Title:

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 MAY 19 P 2:14

Rev. 3-2016

★ Judge Horowitz
Vendor's Disclosure Form

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A NONE (M) ✓

☆ Judge Horowitz
Business History Form

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
No Conflict Exists Would notify the County of a situation where MH

✓

11-6-16

Contract ID#: CQTV16000017

Department: Traffic & Parking Violations Agency

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: CQTV16000017 NIFS Entry Date: 2/9/2016 Term: from 01/01/16 to 12/31/16

New **X** Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes **X**	No ☐
2) Comptroller Approval Form Attached:	Yes **X**	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes **X**	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes **X**	No ☐
5) Insurance Required	Yes ☐	No **X**

Agency Information

Vendor	
Name **Robert Horowitz**	Vendor ID# [redacted]
Address [redacted]	Contact Person
	Phone: [redacted]

County Department
Department Contact **John G. Marks**
Address **16 Cooper Street, Hempstead, NY 11550**
Phone: **516-572-2654**

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☑ ☑		John G. Marks	
2/10/16	OMB	*NIFS Approval*	☑	2/10/16	William Cote	Yes ☐ No ☐ Not required if blanket resolution
2/16/16	County Attorney	*CA RE & Insurance Verification*	☑	2/11/16	[illegible]	
2/11/16	County Attorney	*CA Approval as to form*	☑	2/11/16	[illegible]	
	Legislative Affairs	*Fw'd Original Contract to CA*	☐			
	Rules ☐/ Leg. ☐		☐			Yes ☐ No ☒
2/4/16	County Attorney	*NIFS Approval*	☑	2/4/16	[illegible]	
	Comptroller	*NIFS Approval*	☐			
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐			
	Chief Dep.Cty.Exec.		☐			
3/2/16	Deputy County Exec.		☐	3/2/16	[illegible]	

RECEIVED NASSAU COUNTY ATTY

PR5254 (8/04)

Contract ID#: CQTV16000017

Department: Traffic & Parking Violations Agency

Contract Summary

Description: Contract for services for 2016 and encumbrance.

Purpose:
Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law.

Method of Procurement:
No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation Contract Amendment. See below for procurement history for original scope of services. For the additional services provided under this amendment: Local Law shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position.

Procurement History:
Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The original contract was entered into after the Executive Director recommended the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, the appointment is made. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. Contractor has served as Acting Village Justice in the Village of Upper Brookville for 3 years.

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 $12,000.00 for services, as they are rendered pursuant to the contract.

Change in Contract from Prior Procurement: None.

Recommendation: Approve as Submitted.

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 12,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 12,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$ 12,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 12,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Irene M. Higgins **Date:** Feb. 9, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/2/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: ROBERT HOROWITZ

2. Dollar amount requiring NIFA approval: $ $0.00

Amount to be encumbered: $ 12,000.00

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/2016-12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Providing services as needed in courtroom.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	✓ Yes	___ No	___ N/A
Has NIFA approved the borrowing for this contract?	✓ Yes	___ No	___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor also shall render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	✓ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQTV14000005 - $13,000.00 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.

Signature Title Date 2/9/16

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

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 ROBERT HOROWITZ.

WHEREAS, the County has negotiated a personal services agreement with Robert Horowitz 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 Robert Horowitz.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: Deborah O'Connell
Treasurer, CSEA

FROM: John G. Marks
Executive Director, TPVA

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 Robert Horowitz possesses special skills that qualify him to be appointed without the competitive bidding process.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY

16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: George Maragos,
Nassau County Comptroller

FROM: John G. Marks,
Executive Director

DATE: January 29, 2016

SUBJECT: Compliance with Comptroller Approval Form for
Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Robert Horowitz possesses special skills that qualify him to be appointed without the competitive bidding process. Judge Horowitz 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: ROBERT HOROWITZ

CONTRACTORADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. X Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

X B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: **X** a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

2/9/16
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Robert Horowitz

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Independent Contractor ✓ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

N/A

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/4/15

Signed: Robert Horowitz

Print Name: Robert Horowitz

Title: CHO

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 29, 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) Robert Horowitz, having his principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for a one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

a. determine all questions of law;
b. act as the exclusive trier of all issues of fact
c. render a verdict;
d. impose sentence; or
e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the 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 Twelve Thousand dollars ($12,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE, as attached, and the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The contractor shall provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the

capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agency.

(c) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

11. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

12. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit,

appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

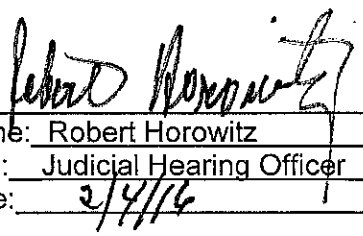
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ROBERT HOROWITZ

By: 
Name: Robert Horowitz
Title: Judicial Hearing Officer
Date: 2/4/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4th day of February in the year 2016 before me personally came Robert Horowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the individual described herein and which executed the above instrument.

Reshmie Sukhedo
NOTARY PUBLIC

RESHMIE SUKHEDO
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #01SU6184978
COMM. EXP. APRIL 14, 2016

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/18/18

Vendor: Robert Horowitz

Signed: Robert Horowitz

Print Name: ROBERT HOROWITZ

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.

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:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

N/A

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/18/16

Signed: Robert Meacock

Print Name: ROBERT MEACOCK

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 ROBERT HOROWITZ
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address None
   City/state/zip —
   Telephone [redacted]
   Other present address(es) —
   City/state/zip —
   Telephone —
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ROBERT HOROWITZ, 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 April 2016

Nicole Mastrandrea
Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

ROBERT HOROWITZ
Name of submitting business

ROBERT HOROWITZ
Print name

Robert Horowitz
Signature

Title

04 / 18 / 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/18/16

1) Proposer's Legal Name: ROBERT ARROWOOD

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): N/A

Phone : [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: N/A

6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
No conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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 N/A

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company N/A

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company N/A

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ROBERT HOROWITZ, 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 April 20__

Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

Name of submitting business: _____

By: ROBERT HOROWITZ
Print name

Signature

Title

04 / 18 / 16
Date

★ Judge La Vera Disclosure Form
4-11-16
Addl. Page attached

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties. ✓

(a) Name, title, business address and telephone number of lobbyist(s):

~~N/A~~

NONE RP

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 MAY 19 P 2:14

La Vera Disclosure Form

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1-14-16

Signed: R. LaVera

Print Name: RICHARD LAPERA

Title: Recruiting Officer

✓

Judge Richard LaPera
Bussiness History Form

If Yes, provide details for each such conviction N/A

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. N/A

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. N/A

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓ If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. N/A

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. N/A 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 RLP N/A

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists (RLP) N/A

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. V

If a situation should arise I would notify the County N/A (RLP)

Contract ID#: CQTV16000007

Department: Traffic & Parking Violations Agency

4-11-16

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: CQTV16000007 **NIFS Entry Date: 2/4/2016** **Term: from 01/01/16 to 12/31/16**

New X Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES# _____	

1) Mandated Program:	Yes X	No ☐
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes ☐	No X

Agency Information

Vendor		County Department
Name **Richard A. LaPera**	Vendor ID# [redacted]	Department Contact **John G. Marks**
[redacted]	Contact Person	Address **16 Cooper Street, Hempstead, NY 11550**
	Phone [redacted]	Phone **516-572-2654**

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☑ ☑	2/4/16		
2/8/16	OMB	*NIFS Approval*	☑	2/8/16	William Cote	Yes☐ No☐ Not required if blanket resolution
2/10/16	County Attorney	*CA RE & Insurance Verification*	☑	2/11/16		
2/11/16	County Attorney	*CA Approval as to form*	☑	2/11/16		
	Legislative Affairs	*Fw'd Original Contract to CA*	☐			
	Rules ☐/ Leg. ☐		☐			Yes☐ No☒
2/11/16	County Attorney	*NIFS Approval*	☑	2/11/16		
	Comptroller	*NIFS Approval*	☐			
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐			
	Chief Dep.Cty.Exec.		☐			
3/1/16	Deputy County Exec.		☐	3/1/16		

RECEIVED
NASSAU COUNTY
COUNTY LEGISLATURE
APR 29 P 2:11

PR5254 (1/05)

Contract ID#: CQTV16000007

Department: Traffic & Parking Violations Agency

Contract Summary

Description: Contract for services for 2016 and encumbrance.

Purpose:
Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law.

Method of Procurement:
No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation Contract Amendment. See below for procurement history for original scope of services. For the additional services provided under this amendment: Local Law shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position.

Procurement History:
Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The original contract was entered into after the Executive Director recommended the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, the appointment is made. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. Richard A. LaPera was a sitting District Court Judge for twelve years and a sitting County Court Judge and thus more than meets the minimum two year requirement of traffic and parking experience.

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 $12,000.00 for services, as they are rendered pursuant to the contract.

Change in Contract from Prior Procurement: None.

Recommendation: Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 12,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 12,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$ 12,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 12,000.00

Document Prepared By: **Irene M. Higgins** **Date:** **2/4/2016**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/2/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/05)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: RICHARD A. LAPERA

2. Dollar amount requiring NIFA approval: $ $0.00

Amount to be encumbered: $ 12,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/2016-12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: PROVIDING SERVICES AS NEEDED IN COURT.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	✓ Yes	___ No	___ N/A
Has NIFA approved the borrowing for this contract?	✓ Yes	___ No	___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor also shall render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	✓ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQTV14000007 - $13,000.00 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.

Loren M. Allen — 2/10/16

Signature Title Date

_____

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

_____

Signature Title Date

_____

Print Name

NIFA

Amount being approved by NIFA: _____

_____

Signature Title Date

_____

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND RICHARD A. LAPERA.

WHEREAS, the County has negotiated a personal services agreement with Richard A. Lapera 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 Richard A. Lapera.

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT :
FDIP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	PP406	BOILDNG_S	900	900		900
	PP415	EQUIPMENT	2,000	2,000		2,000
	PP419	MISCELLANE	170,670	170,670	7,900	162,770
	PE500	MISCELLANE	9,790,890	9,790,890		9,790,890
	PE505	SYSTEMS_&	170,250	170,250		170,250
		EXP TOTAL	14,119,630	14,119,630	344,239	13,775,391
		REV - EXP	47,764,401	47,764,401	2,920,810	-44,843,591

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 11:24 AM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT : E20 DE CONTRACTUAL SERVICES
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE500	MISCELLANE	9,790,890	9,790,890		9,790,890
	DE505	SYSTEMS &	170,250	170,250		170,250
		EXP TOTAL	9,961,140	9,961,140		9,961,140

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	11/30/2015	136F	VDTV15000264 01	TVGEN1000	DE500			11 2015
	11/30/2015	DISENCUMBER FUNDS						-14,550.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 09 2015 SEPT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	09/28/2015	136P	VDTV15000190	01 TVGEN1000	DE500			09 2015
	09/11/2015	*JHO LAPERA - AUGUST 2015*						-900.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	08/19/2015	136P	VDTV15000153	01 TVGEN1000	DE500			08 2015
	08/11/2015	*JHO LAPERA - JULY 2015*						-1,200.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	07/17/2015	136P	VDTV15000128	01 TVGEN1000	DE500			07 2015
	07/08/2015	*JHO LAPERA - JUNE 2015*						-150.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 06 2015 JUNE 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	06/11/2015	136P	VDTV15000100	01 TVGEN1000	DE500			06 2015
	06/04/2015	*JHO LA PERA - MAY 2015*						-600.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 04 2015 APR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	04/13/2015	136P	VDTV15000039	01 TVGEN1000	DE500			04 2015
	04/09/2015	*JHO LAPERA - MARCH 2015*						-300.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 03 2015 MAR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	03/25/2015	107	CLTV15000010	01 TVGEN1000	DE500			03 2015
		AMENDMENT TO RENEW, SERVICES CHANGE & ENCUMBER F						13,000.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: Deborah O'Connell
Treasurer - CSEA

FROM: John G. Marks
Executive Director

DATE: January 29, 2016

SUBJECT: SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Richard A. LaPera possesses special skills that qualify him to be appointed without the competitive bidding process.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: George Maragos
Nassau County Comptroller

FROM: John G. Marks
Executive Director

DATE: January 29, 2016

SUBJECT: Compliance with Comptroller Approval Form for Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Richard A. LaPera possesses special skills that qualify him to be appointed without the competitive bidding process. Judge LaPera has been providing this service for us and has proven to be efficient and more than competent in his ability to reduce our case load and to determine cases.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: RICHARD A. LAPERA

CONTRACTORADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. X Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

X **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: **X** a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

2/7/16

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Richard A. LaPera

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Independent Contractor ✓ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

N/A

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A

6

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:_____

Signed: R. LaPera

Print Name: RICHARD LAPERA

Title: Reuring Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 8, 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) Richard A. LaPera, having his principal office at [redacted] (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for a one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

a. determine all questions of law;
b. act as the exclusive trier of all issues of fact
c. render a verdict;
d. impose sentence; or
e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the statutory 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 Twelve Thousand dollars ($12,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE, as attached, and the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The contractor shall provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agency.

(c) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor

shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending

termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

11. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

12. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i)

one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement.

Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

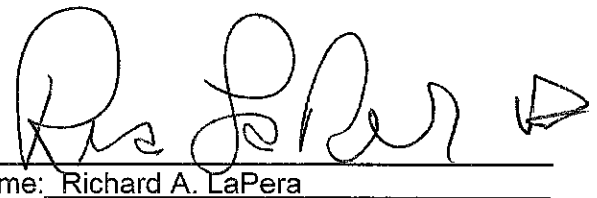
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

RICHARD A. LAPERA

By: 
Name: Richard A. LaPera
Title: Judicial Hearing Officer
Date: 1-14-16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ Florida)

)ss.:

COUNTY OF ~~NASSAU~~) Palm Beach

On the 14th day of January in the year 2016 before me personally came Richard Capera to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the individual described herein and which executed the above instrument.

NOTARY PUBLIC

ERANGA A. DIAS
Notary Public - State of Florida
Commission # EE 219765
My Comm. Expires Jul 26, 2016

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

does not apply to me !!

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/26/16

Vendor: N/A

Signed: Richard LaPella

Print Name: RICHARD LAPELLA

Title: Hearing Officer!

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A - I am not a Lobbyist

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

RECEIVED
APR 25 2016
NC/DC-TPVA
JAH

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A - I am not a lobbyist

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A -

RECEIVED
APR 25 2016
NC/DC-TPVA

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

N/A –

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/27/16

Signed: Richard LaPena

Print Name: RICHARD LAPENA

Title: Hearing Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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.

RECEIVED
APR 25 2016
NC/DC-TPVA
JAH

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 Richard LaPera
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address N/A
   City/state/zip N/A
   Telephone [redacted]
   Other present address(es) [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   List of other addresses and telephone numbers attached.

2. Positions held in submitting business and starting date of each (check all applicable)

President ___/___/___		Treasurer N/A	
Chairman of Board ___/___/___		Shareholder N/A	
Chief Exec. Officer ___/___/___		Secretary N/A	
Chief Financial Officer ___/___/___		Partner N/A	
Vice President ___/___/___		N/A	

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN addition, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, R. Fuller, 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 20 day of April 2016

Notary Public

LAUREN H. POTTINGER
MY COMMISSION #FF039499
EXPIRES July 24, 2017
(407) 398-0153 FloridaNotaryService.com

N/A
Name of submitting business

Richard Fuller
Print name

Signature

Hearing Officer
Title

4/18/16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/18/16

1) Proposer's Legal Name: N/A - ND

2) Address of Place of Business: N/A ND

List all other business addresses used within last five years: N/A / ND

3) Mailing Address (if different): N/A / ND

Phone: N/A

Does the business own or rent its facilities? N/A / ND

4) Dun and Bradstreet number: N/A / ND

5) Federal I.D. Number: N/A ND

6) The proposer is a (check one): N/A Sole Proprietorship N/A Partnership N/A Corporation N/A Other (Describe) N/A

7) Does this business share office space, staff, or equipment expenses with any other business? N/A
Yes ___ No X If Yes, please provide details: N/A

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: N/A

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. N/A

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). N/A

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 N/A

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. N/A

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. N/A

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. N/A

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. N/A

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 N/A

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. N/A

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. N/A

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓ If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. N/A

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. N/A 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. N/A

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO N/A

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 N/A

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; N/A

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. N/A

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. N/A

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 N/A

Contact Person N/A

Address N/A

City/State N/A

Telephone N/A

Fax # N/A

E-Mail Address N/A

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, R. La Rera, 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 26 day of April 2016

Notary Public

LAUREN H. POTTINGER
MY COMMISSION # FF039499
EXPIRES July 24, 2017
(407) 398-0153 FloridaNotaryService.com

Name of submitting business: N/A

By: Richard La Rera
Print name

Signature

Hearing Officer
Title

4/18/16
Date

Contract ID#: CQPK1600049

Department: Parks, Rec & Museums

U-43-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: **Grant Park Concert**

NIFS ID #: CQPK1600049 NIFS Entry Date: 6/1/16 Term: **May 1-Dec 31, 2016**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Stuart Markus, d/b/a Gathering Time	Vendor ID# [redacted]
Address [redacted]	Contact Stuart Markus
REG: EMAIL: deserthighwayband@gmail.com	Phone: [redacted]

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm: _____ **Date** 6/2/16

Frank Camerlengo, Deputy Commissioner _____ **Date** 6/1/16

Eileen Krieb, CSR Eileen Krieb **Date** 6/1/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
6/2/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	6/2/16		
6/8/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/9/16		Yes ☐ No ☐ Not required if blanket resolution
6/10/16	County Attorney	*CA RE & Insurance Verification* ☑	6/10/16		
6/10/16	County Attorney	*CA Approval as to form* ☑	6/10/16		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/14/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/14/16		

PR5254 (1/06)

Contract ID#: CQPK16000049

Department: Parks, Rec & Museums

Contract Summary

Description: Musical concert at Grant Park on July 12, 2016

Purpose: to provide a live musical performance of a Tribute to Crosby, Stills & Nash and Joni Mitchell at Grant Park, Hewlett, NY on July 12, 2016 from 7:00 to 8:00pm.

Method of Procurement: The performer will provide a professional performance as the band "Gathering Time," in a tribute concert to Crosby, Stills and Nash performing folk rock 1960s era music. In addition, Stuart Markus d/b/a Gathering Time has name recognition with Nassau County residents and self-promotes to increase the attendance. This service is specialized and unique as it 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.

Procurement History: Grant Park has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance of 1 hour duration on July 12, 2016 at Grant Park, Hewlett, NY. Total cost: $1,200.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $1,200.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: grt	9700 dm
Object: de	500
Transaction:	

PK97 xS

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$1,200.00
TOTAL	$1,200.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgrt 9700 dm de500 pk97 xS	$1,200.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$1,200.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. Rosenthal Date: June 1, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/14/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

CQPK16-49

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Stuart Markus d/b/a Gathering Time

2. Dollar amount requiring NIFA approval: $ 1,200.00

Amount to be encumbered: $ 1,200.00

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: 5/1/16-12/31/16

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No
Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A
Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide a live musical performance of a Tribute to Crosby, Stills & Nash and Joni Mitchell at Grant Park, Hewlett, NY on July 12, 2016 from 7:00pm-8:00pm.

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:

None

CQPK16-49

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie DeCelle — 6/10/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND STUART MARKUS, D/B/A/ GATHERING TIME.

WHEREAS, the County has negotiated a personal services agreement with Stuart Markus, d/b/a/ Gathering Time to provide a musical performance at Grant Park, 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 Stuart Markus, d/b/a/ Gathering Time.

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: Stuart Markus d/b/a Gathering Time

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. 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.

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. 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: 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

6/24/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

June 1, 2016

Service: Personal Services Contract for Stuart Markus d/b/a Gathering Time

The above mentioned performer will provide a professional performances as the band "Gathering Time," in a tribute concert to Crosby, Stills and Nash performing folk rock 1960s era music. In addition, Stuart Markus d/b/a Gathering Time has name recognition with Nassau County residents and self-promotes to increase the attendance.

This service is specialized and unique as it 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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Stuart Markus, d/b/a Cadthorn Inc

Dated: 5/16/16

Signed:

Print Name: Stuart Markus

Title: Band Leader

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 _____Stuart j. Markus_____

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address _____

   City/state/zip _____(same)_____

   Telephone [redacted]

   Other present address(es) ____none_____

   City/state/zip _____

   Telephone [redacted]

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President _4/_07_/2010 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 ___ YES **X** If Yes, provide details. (I am the sole proprietor and have investing in the majority of the sound equipment as well as my own musical instruments.)

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO **X** YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO _**X** YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO _X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X__ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any

federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO __X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

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, Stuart Markus, 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 27th day of May 2016

Notary Public

JASON SOLOW
Notary Public - State of New York
NO. 01SO6152275
Qualified in Nassau County
My Commission Expires 09/05/2018

Stuart Markus d/b/a Gathering Time
Name of submitting business

Stuart Markus
Print name

Signature

Band leader
Title

5 / 27 / 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: _____26/May/2016_____

1) Proposer's Legal Name: _____Stuart J. Markus_____

2) Address of Place of Business: _____[redacted]_____

List all other business addresses used within last five years:
_____None____

3) Mailing Address (if different):_____Same_____ p

Phone: _____[redacted]__

Does the business own or rent its facilities?____Own_

4) Dun and Bradstreet number:____None__

5) Federal I.D. Number: _____[redacted]_____

6) The proposer is a (check one): _X_ Sole Proprietorship ____ Partnership ____ Corporation ___
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No _X If Yes, please provide details: _____None_____
_____ _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____
_____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details._____
_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No _X_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No _X_ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No _X_ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No _X_ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No _X_ Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No _X_ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No _X_ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _X_ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _X_ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No _X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

_____No Conflict Exists _____

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

_____No Conflict Exists _____

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

_____No Conflict Exists_____

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. __I will not hire or offer any employment or chance for enrichment to any county employee who has part in the decisions to hire me for my professional services _____

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. ****SEE BELOW****

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 _____Dix Hills Performing Arts Center_____

Contact Person_____Martin Cohen (former director)_____

Address _____[redacted]_____

City/State _____[redacted]_____

Telephone _____[redacted]_____

Fax # _____

E-Mail Address_____mart32753@aol.com_____

[redacted]

Company _____Pine Hollow Country Club_____

Contact Person_____Emma Meola, Admin. Assistant_____

Address _____6601 Rt. 25A East Norwich, NY 11732_____

City/State _____

Telephone _____(516) 922-0300_____

Fax # _____(516)____922-0411_____

E-Mail Address_____Emma@pinehollowcc.org_____

Company _____Plandome Country Club_____

Contact Person_____Jo-al _____

Address _____145 Stonytown Rd,_____

City/State _____Plandome, NY 11030_____

Telephone _____(516)___627-1200_____

Fax # _____(516) 627-2138_____

E-Mail Address_____joaov@plandomecc.com_____

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.

***I have studied music in private and public schools since the age of 6, when I first took piano lessons, and began studying guitar at age 8. I studied French horn starting in 3rd grade, and drums starting in 7th grade.

In high school I studied voice and music theory at the Eastman School of Music; I continued my studies with a concentration in music at the University of Pennsylvania, where I studied music theory, ear training, music history, jazz, film scoring, the physics of music and the history and theory of pop music.

I have been performing professionally since 1994 and full time since 2003, starting out in bars and restaurants and soon breaking into private parties, country clubs and catered events. I formed Gathering Time in 2007, and the group has been performing and touring extensively on the northeastern folk circuit since 2008. Around that time we began developing a number of tribute shows to the folk-rock acts of the 1960s and '70s that influenced our sound.

By itself, the group averages more than 35 performances a year, including shows of original and cover material. We have recorded and released four albums of original, traditional and cover songs, most recently this past March, "Keepsake," which was #1 on the Folk DJ-chart.

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, Stuart Markus, 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 27th day of May 2016

Notary Public

JASON SOLOW
Notary Public - State of New York
NO. 01SO6152275
Qualified in Nassau County
My Commission Expires 09/05/2018

Name of submitting business: Stuart Markus d/b/a Gathering Time.

By: Stuart Markus
Print name

Signature

Band leader
Title

5/27/16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Stuart Markus, d/b/a Gathering Time

Address: [redacted]

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp d/b/a Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Stuart Markus - [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Rosenthal, Lynn

From: Gathering Time <gatheringtime@aol.com>
Sent: Wednesday, June 15, 2016 11:53 PM
To: Rosenthal, Lynn
Subject: Re: Automatic reply: GATHERING TIME CONTRACT - 2016

Hi Lynn,

Per our conversation this afternoon, I may have misunderstood the question on the Lobbying Disclosure Form about whether I had solicited any county official on any matter relating to my business.

Understanding the meaning of the question now, the answer is "none."

best,
Stuart Markus

Gathering Time
folk-rock harmony trio
www.gathering-time.com
www.youtube.com/gatheringtimetrio
www.soundcloud.com/gatheringtime

-----Original Message-----
From: Rosenthal, Lynn <lrosenthal@nassaucountyny.gov>
To: Gathering Time <gatheringtime@aol.com>
Sent: Mon, May 2, 2016 10:17 am
Subject: Automatic reply: GATHERING TIME CONTRACT - 2016

Out of the office from 4-28 through 5-6. Please contact Eileen Krieb for assistance at 572-0378 or e-mail at ekrieb@nassaucountyny.gov.

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

None, except solicitations to D.C. Parks Department to hire my band for a concert engagement.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/10/16

Signed: Stuart Markus

Print Name: Stuart J. Markus

Title: Bandleader

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, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, 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 **Stuart Markus, d/b/a Gathering Time** having its principal office at 388 Ocean Avenue, Malverne, NY 11565 (the "Promoter" or "Contractor").

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 Promoter desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2016 and shall terminate on December 31, 2016, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. The Promoter is hereby retained by the County to obtain and promote the services of the following performers:

Tribute to Crosby, Stills & Nash and Joni Mitchell (the "Performer"), for one (1) live musical performance at Grant Park, Hewlett, NY to be held on July 12, 2016, from 7:00 p.m. to 8 p.m. (the "Program"), including set-up. The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality.

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **One thousand two hundred dollars** (1,200.00). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) The first payment shall be an advance payment of 50% of the maximum amount ($600.00), made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of all of the Performers, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.

(ii) The balance payment respecting the performer shall be payable to the Performer shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or Program cancelled for any reason prior to completion of Program, and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Promoter 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 Promoter received notice that the County did not desire to receive such services.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, 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 Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, 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 Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

(c) 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 as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Promoter shall, and shall cause Promoter 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 Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Promoter 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 Promoter or a Promoter 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 Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the

Promoter 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 Promoter, 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 Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter 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 Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter 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 Promoter and/or a Promoter Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
Gathering Time
[redacted]

Description of Operations:
The Certificate holder, Nassau County, is included as an Additional Insured
Event(s) and Date(s): Tribute to Crosby, Stills & Nash and Joni Mitchell on July 12, 2016
Location: Grant Park, Hewlett, NY

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such

prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter 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 Promoter 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.

12. Accounting Procedures; Records. The Promoter 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 Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter 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 Promoter 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 Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Promoter is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Promoter 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 Promoter 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 Promoter, to the attention of the

person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, 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.

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. Administrative Service Charge. The Contractor is not obligated to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, due to the fact is it under the $5,000 threshold.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Promoter 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 Promoter or the Performer, the

Promoter 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 Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or 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 Promoter's and/or 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 Promoter 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 Promoter 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 Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been

obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds 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, the Promoter and the County have executed this Agreement as of the date last executed by the parties.

STUART MARKUS d/b/a GATHERING TIME

By: _____
Name: Stuart J. Markus
Title: Band Leader
Date: 5/10/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
□ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18th day of May in the year 2016 before me personally came Stuart Markus to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Board Leader of Gathering Time, 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

JASON SOLOW
Notary Public - State of New York
NO. 01SO6152275
Qualified In Nassau County
My Commission Expires 09/05/2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

_____
NOTARY PUBLIC

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:

Stuart J. Markus (Name)

[redacted] (Address)

(516) 661-7161 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws

regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/10/16
Dated

Signature of Chief Executive Officer

Stuart J. Markows
Name of Chief Executive Officer

Sworn to before me this

17th day of May, 2016.

Notary Public

GRANT P. GILLIAM
Notary Public, State of New York
No. 01GI6310881
Qualified in Nassau County
Commission Expires September 2, 2018

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/09/2016
LINK TO: GRANT SUMMARY INQUIRY 4:38 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	431,197		2,927
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/09/2016
LINK TO: GRANT SUMMARY INQUIRY 4:39 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/09/2016
LINK TO: VENDOR SUMMARY 4:39 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : [redacted] STUART MARKUS
VENDOR ALPHA :

S VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	.00
RETAINAGES	.00	.00	.00
ACCRUALS	.00	.00	.00
PAYMENTS	.00	.00	2,000.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS			
B/U WITHHOLDING			
B/U WITH PAID			
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

Contract ID#: CQPK1600000055

Department: Parks, Rec & Museums

U-44-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: **Grant Park Concert**

NIFS ID #: CQPK1600000055 NIFS Entry Date: 6/8/16 Term: **May 15 thru completion of Program**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Paul Gergenti	Vendor ID [redacted]
Address [redacted] REG: EMAIL: TheClusters@verizon.net	Contact Paul Gergenti Phone: [redacted]

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm: _____ **Date** 6/9/16

Frank Camerlengo, Deputy Commissioner _____ **Date** 6/9/16

Eileen Krieb, CSR _____ **Date** 6/9/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd/ Fw'd	SIGNATURE	Leg. Approval Required
6/9/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	6/9/16		
6/10/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/10/16		Yes ☐ No ☐ Not required if blanket resolution
6/12/16	County Attorney	*CA RE & Insurance Verification* ☑	6/12/16		
6/12/16	County Attorney	*CA Approval as to form* ☑	6/12/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/14/16	County Executive	*Notarization Filed with Clerk of the Leg.* ☐	6/14/16		

RECEIVED NASSAU COUNTY LEGISLATURE 2016 JUN 13 P 2:33

PR5254 (1/06)

Contract ID#: CQPK1600055

Department: Parks, Rec & Museums

Contract Summary

Description: Musical concert performance , the Clusters at Lakeside Theatre on July 15, 2016

Purpose: to provide a live musical performance of the Clusters at Lakeside Theatre, Eisenhower Park, on July 15, 2016 from 8:00 to 10:00pm.

Method of Procurement: The contractor will retain, produce and manage the professional musical performance of the above artists for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park for the above-mentioned concert. The Clusters have a long history in the Doo Wop genre of music, beginning in 1957, with several hits, the most notable: "Darling Can't You Tell," which rose to #10 on the Billboard charts. The "new" Clusters reformed in 2003 and continued the artistry with original bass singer Joe Gugliotta, reprising the music. This genre is much appreciated by many and brings very large audiences to Lakeside Theatre and other parks. The Clusters offer a tribute to their history as well as traditional Doo Wop, at a very affordable price. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process. These services cannot be provided by any staff currently employed by the County.

Procurement History: Lakeside Theatre, Eisenhower Park has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance of 2 hour duration on July 15, 2016 at Lakeside Theatre, Eisenhower Park NY. Total cost: $2,450.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $2,450.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: gen	1800
Object: de	500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	**$2,450.00**
TOTAL	**$2,450.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	gen 1800 de 500	**$2,450.00**
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$2,450.00**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. Rosenthal **Date:** June 7, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/14/16

PR5254 (1/06)

CQPL16-55

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Paul Gergenti

2. Dollar amount requiring NIFA approval: $ 2,450.00

Amount to be encumbered: $ 2,450.00

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: 5/15/16-upon completion of

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide a live musical performance of the Clusters at Lakeside Theatre, Eisenhower Park, on July 15, 2016 from 8:00 to 10:00pm.

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:

None

CQPK16-55

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/2/16

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

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 PAUL GERGENTI.

WHEREAS, the County has negotiated a personal services agreement with Paul Gergenti (the "Clusters") to provide a musical performance at Lakeside Theatre, Eisenhower Park, 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 Paul Gergenti.

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: Paul Gergenti

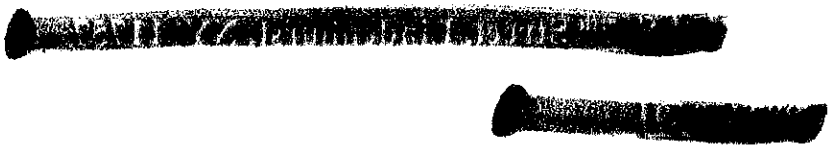
CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. 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.

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. 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: 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

6/9/16

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

June 5, 2016

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
Paul Gergenti
Re: July 15, 2016 appearance of The Clusters

The above contractor will retain, produce and manage the professional musical performance of the above artists for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park for the above mentioned concert.

The compensation to this presenter is consistent with fees for unique artistic presentations of this kind.

The Clusters have a long history in the Doo Wop genre of music, beginning in 1957, with several hits, the most notable: "Darling Can't You Tell," which rose to #10 on the Billboard charts. The "new" Clusters reformed in 2003 and continued the artistry with original bass singer Joe Gugliotta, reprising the music. This genre is much appreciated by many and brings very large audiences to Lakeside Theatre and other parks. The Clusters offer a tribute to their history as well as traditional Doo Wop, at a very affordable price. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process. These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's

Brian Nugent
Chief Deputy Commissioner

BN;CAG

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/16/16

Vendor: Paul Gergenti

Signed: Paul Gergenti

Print Name: Paul Gergenti

Title: President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Paul Gergenti

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address [redacted]

   City/state/zip [redacted]

   Telephone [redacted]

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ✓ / / Treasurer / /

   Chairman of Board / / Shareholder / /

   Chief Exec. Officer / / Secretary / /

   Chief Financial Officer / / Partner / /

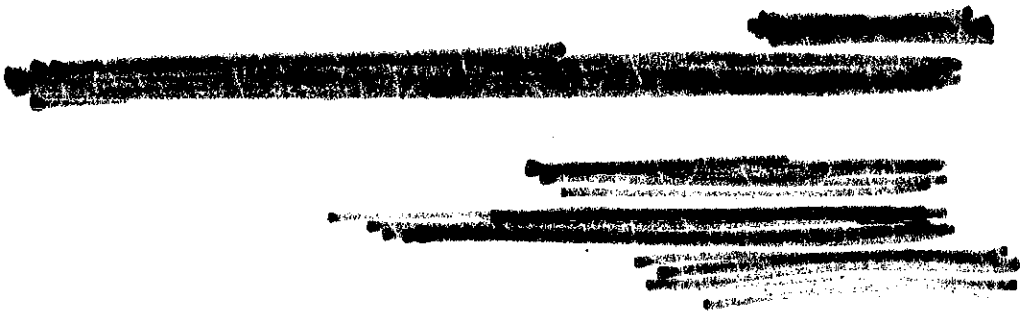
   Vice President / / _____ / /

   (Other) Performer 1/20/2001

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. Paid Performer

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Paul Gergenti, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17th day of May 2016

DOUGLAS MADLON
Notary Public, State of New York
No. 4936432
Qualified in Suffolk County
Commission Expires 7/18/19

Notary Public

The Clusters / Paul Gergenti
Name of submitting business

Paul Gergenti
Print name

Signature

Title

5 / 17 / 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/16/14

1) Proposer's Legal Name: PAUL GERGENTI

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:

_____

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [redacted]

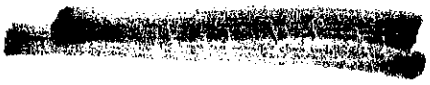
6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

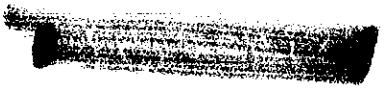
7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details: _____

_____ _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

_____





9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
NO Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
NO Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. ~~N/A~~ ~~N/A Conflict Exists~~ In the Event that a possible conflict arises, I inform the County of the possible conflict and allow the County to determine if an actual conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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 Babylon

Contact Person Frank Bachety

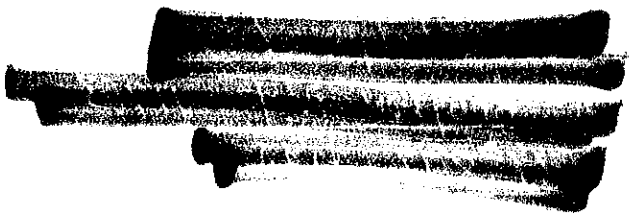
Address [redacted]

City/State

Telephone

Fax #

E-Mail Address



Company Town of Oyster Bay

Contact Person Maureen fitzgerald

Address 977 Hicksville Rd.

City/State Massapequa N.Y. 11758

Telephone 516 797-7909

Fax #

E-Mail Address

Company Yahney Group.

Contact Person Jeff Yahney

Address 581 Caldonia Rd.

City/State Dix Hills N.Y. 11746

Telephone 516 987-5333

Fax #

E-Mail Address

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Paul Gergenti, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17th day of May 2016

DOUGLAS MADLON
Notary Public, State of New York
No. 4936432
Qualified in Suffolk County
Commission Expires 7/18/19

Notary Public

The Clusters / Paul Gergenti
Name of submitting business

Paul Gergenti
Printname

Signature

Title

5 / 17 / 16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: PAUL GERGENTI

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

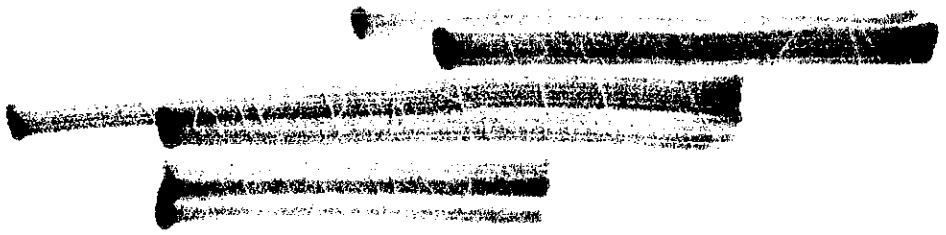
____Ltd. Liability Co ____Closely Held Corp INDIVIDUAL ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

NONE

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE



6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/16/16

Signed: [signature]

Print Name: Paul Gergenti

Title:

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, 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 **Paul Gergenti**, having its principal address at 571 S. 7th Street, Lindenhurst, NY 11757 (the "Performer" or "Contractor").

W I T N E S S E T H:

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 Performer desires to perform the services described in this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 15, 2016 and shall terminate upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. (a) The Performer is hereby retained to perform a live musical performance, **the Clusters**, at Lakeside Theatre, Eisenhower Park; to be held on July 15, 2016, from 8:00 p.m. to 10:00 p.m. (the "Program"), including set-up. The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performers fail to appear as stated herein.

The Performer shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality.

At least ten (10) days prior to the Program, the Performer shall provide to the Department the Program's complete production details and stage plot.

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Two Thousand Four Hundred Fifty Dollars** ($2,450.00). The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted after the performance to the County. This amount is inclusive of any and all expenses including the supporting band, travel and rehearsal. For Payment purposes, the following amounts shall be allocated to each Performer:

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) There shall be an advance payment of 50% (a total of $1,225.00) of the maximum amount for each Performer, made payable to the Performer. Payment of the advance amount shall be contingent upon submission of written proof of booking of each Performer, along with a standard County claim voucher (the "Voucher") certified by the Performer, approved by the Department and filed with the Comptroller of the County.

(ii) The balance payment of $1,225.00 shall be payable to the Performer and shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Performer will receive no payments respecting any services performed after the Performer received notice of termination from the County.

(e) Non-Completion. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the completion of the Program, the Performer shall immediately return any and all payments that the Performer has received. The re-payment shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor 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 cause all Performer Agents to comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Performer shall, and shall cause all 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. The Performer shall prominently display on the home page of the Performer's website its scheduled performance at the Holiday Spectacular.

(b) The Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances 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 all 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. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial

insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Paul Gergenti
[redacted]

Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured for a musical performance, the Clusters
Date(s): July 15, 2016
Location: Eisenhower Park, East Meadow, New York 11554

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. 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.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer uses 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.

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 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.

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.

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. 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. In the event that the program is cancelled prior to the Performer performing as stated in this section, the Performer shall return all payments received by the Performer pursuant to Section 3, above.

(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.

(e) In the event that the performance does not take place, for any reason, the Contractor agrees to perform at a re-scheduled date. Said date to be at the mutual agreement of the parties.

(f) Performer acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(g) The Performer shall make itself available for photographs prior to the performance.

(h) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(i) All final decisions respecting stage and set decorations shall be made by the Commissioner or his designated representative, in his sole discretion.

(j) Either prior to, during, or following any Performance (on site), neither Performer nor any agent, contractor or employee of the Performer, may mention any future shows or events that are not County shows or events. Performer's failure to comply with this provision shall result in the forfeiture of all remaining payments due hereunder and will result in the termination of this agreement.

20. Streaming Video. The Performer and/or Performer hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. 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.

22. 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.

23. Administrative Service Charge. The Contractor is not obligated 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, since the contract is for less than five thousand dollars ($5,000.00).

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Performer and the County have executed this Agreement as of the date first above written.

PAUL GERGENTI

By: _____
Name: PAUL GERGENTI
Title: Performer
Date: 5/16/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17th day of MAY in the year 2016 before me personally came Paul Gerganti to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Performer of New York Olympic Revue, 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.

Douglas Madlon

NOTARY PUBLIC

DOUGLAS MADLON
Notary Public, State of New York
No. 4936432
Qualified in Suffolk County
Commission Expires 7/18/18

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the day of in the year before me personally came to me personally known, who, being duly sworn, did depose and said that (s)he resides in County; that (s)he is the County Executive or Chief Deputy County Executive or Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

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:

Paul Gergenti (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true [redacted]

5/17/16
Dated

Signature of Chief Executive Officer

Paul Gergenti
Name of Chief Executive Officer

Sworn to before me this

17 day of May, 2016.

Douglas Madlon
Notary Public

DOUGLAS MADLON
Notary Public, State of New York
No. 4936432
Qualified in Suffolk County
Commission Expires 7/18/18

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 9:58 AM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 06 2016 JUNE 2016
INDEX :
ORGANIZATION : PK10 ADMINISTRATION
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE	CONTRACTUA	4,369,500	4,369,500	2,331,854	2,037,646
		EXP TOTAL	6,645,014	6,645,014	3,224,268	3,420,746
		REV - EXP	-2,668,014	-2,668,014	-1,984,661	683,353

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: VENDOR SUMMARY 3:29 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : [redacted] PAUL GERGENTI
VENDOR ALPHA :

S	VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES			
	RETAINAGES			
	ACCRUALS			
	PAYMENTS			
	CASH RECEIPTS			
	ACCT RECVABLE			
	1099 TOTALS			
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD			
	TAX LIENS PAID			
	ST BCKUP W/HOLD			
	ST BU W/H PAID			

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G0007 - RECORD DOES NOT EXIST, PLEASE SELECT A FUNCTION

[redacted]

Contract ID#: CQPK1600056

Department: Parks, Rec & Museums

4-45-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Miming and mechanical man entertainment at OBVR

NIFS ID #: CQPK1600056 NIFS Entry Date: 6/2/16 Term: 3/1/16-12/31/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☐	No ☒

Agency Information

Vendor	
Name: Christopher Eyers Yerlig	Vendor ID: [redacted]
Address [redacted]	Contact Person Christopher Yerlig
REG: Email: chrisyer@hailmail.net	Phone [redacted]

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378 Fax 516-572-0227

Routing Slip

Brian Nugent, Chief Deputy Commissioner _____ **Date** 6/9/16

Frank Camerlengo, Dep. Commissioner _____ **Date** 6/9/16

Eileen Krieb, CSR _____ **Date** 6/7/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
6/10/16	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered* ☐	6/10/16		
6/10/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/10/16		Yes ☐ No ☐ Not required if blanket resolution
6/12/16	County Attorney	*CA_RE & Insurance Verification* ☑	6/10/16		
6/13/16	County Attorney	*CA Approval as to form* ☑	6/14/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
6/14/16	Comptroller	*NIFS Approval* ☐	6/14/16		

RECEIVED 2016 JUN 15 PM 3:53 CLERK OF THE LEGISLATURE NASSAU COUNTY

Contract ID#: CQPK16000056

Department: Parks, Rec & Museums

	County Executive	*Notarization* *Filed with Clerk of the L[illegible]*		

Contract Summary

Description: Miming and mechanical man entertainment at Old Bethpage Village Restoration

Purpose: to provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2016 season

Method of Procurement: This service is specialized and unique as a Civil War Era Brass Band and involves skills that cannot be evaluated through a competitive process. Performers in general cannot be evaluated through a competitive bidding process.

Procurement History: These services cannot be provided by any staff currently employed by the County to perform at Old Bethpage Village Restoration

Description of General Provisions: Chris Yerlig will provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2016 season

[redacted]

Impact on Funding / Price Analysis: None. Hotel/Motel Tax Grant Program $7,000.00

Professional Services CONTRACT PROCESSING FEE #160 - attach[redacted]

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted): [redacted]

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	97xxxth
Resp:	
Object:	QE 5XX
Transaction:	

PK97 XS

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$7,000.00
TOTAL	$7,000.00

LINE	INDEX/OBJECT CODE PK97	AMOUNT
1	pkgrt 9705 thde5xx XS	$7,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$7,000.00

Document Prepared By: L. Rosenthal **Date:** 6/8/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name	Name	Date 6/14/16
Date	Date	*(For Office Use Only)* E #:

CQPK16-5C

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Christopher Eyers Yerling

2. Dollar amount requiring NIFA approval: $ 7,000.00

Amount to be encumbered: $ 7,000.00

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: 3/1/16-12/13/16

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? _____ Yes _____ No
If not, will it require a future borrowing? _____ Yes _____ No

Has the County Legislature approved the borrowing? _____ Yes _____ No _____ N/A

Has NIFA approved the borrowing for this contract? _____ Yes _____ No _____ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2016 season

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:

None

CQPK16-56

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Donnelly 6/2/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND CHRISTOPHER EYERS YERLIG

WHEREAS, the County has negotiated a personal services agreement with Christopher Eyers Yerlig, to provide mime entertainment, including mechanical man and roving mime performances at Old Bethpage Village Restoration, 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 Christopher Eyers Yerlig.

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: Christopher Evers Yerlig

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. 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.

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. 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: 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

6/9/16

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

March 8, 2016

Service: Personal Services Contract for Christopher Yerlig

The above mentioned performer will provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2016 season.

This service is specialized and unique as a Civil War Era Brass Band 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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: April 18, 2016

Vendor: Christopher Eyers-Yerlig

Signed: [signature]

Print Name: Christopher Yerlig

Title: Owner / Operator

Rev. 12-2015

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Christopher Eyers Yerlig
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) PO Box 3563
   City/state/zip Amherst MA 01004
   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 ___/___/___ Owner - Operator Jan 1991
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO _X_ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

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, Christopher Eyers Yerlig, 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 3rd day of June 2016

Notary Public

C. CLAYTON MOUNT
Notary Public
Commonwealth of Massachusetts
My Commission Expires Mar 27, 2020

Name of submitting business: Christopher Eyers Yerlig

By: Christopher Eyers Yerlig
Print name

Signature

Owner - Operator
Title

06 / 03 / 2016
Date

Christopher Eyers Yerlig
PO Box 3563 Amherst MA 01004
chris@mimealot.com [redacted]
http://www.mimealot.com

OBJECTIVE

Perform, teach and facilitate non-verbal theater to inspire laughter, awe, and a sense of connection, amongst people around the world.

SKILLS

- Theater (Mime, Robot, Magic, Clowning, Dance, Percussion, Didgeridoo, Prop and Mask making and repair); Teaching: Mime and Magic; Languages (4 fluent, ice-breakers in 15)

PERFORMING EXPERIENCE

I have performed over 4000 mime/clown programs in 18 countries. In the emerging world my work has often highlighted health and education programs. (NY State examples in **bold**)

- Clowns Without Borders, 2016 to present: Haiti trip coordinator, clown team performer, languages interpreter
- **Port Washington Holiday Magic, Long Island NY 2014; Mime performer & artists' coordinator**
- Magicians Without Borders, 2009 to present: Mime and magic shows and instruction in El Salvador, Guatemala, India
- Beach Street USA, Virginia Beach VA, 2009 to present: Featured act
- **Nassau County Long Island Fair & Halloween Show 2000 to present: Mime acts**
- **Falcon Ridge Folk Festival, Hillsdale NY 1999 to present: Featured act**
- Project Troubador, Salisbury CT, 1995 to present: Dominican Republic, Cameroon, Benin, Morocco, Bangladesh and Haiti--HIV/AIDS education theater for communities; Shows in schools, orphanages, hospitals & disabled centers
- **Historic Hudson Valley: Washington Irving's Sunnyside, 2008 to 2013: Mime acts**
- **Historic Hudson Valley: Van Cortlandt Manor, 2007-2013: Mime act**
- AMEX/Cirque Du Soleil, Boston 2012: VIP preshow
- All Star Circus, Bangladesh 2012: Guest artist
- Tribute Show for mime, Partha Pratim Mujumder, Dhaka, Bangladesh 2012: Guest artist
- Jeff McBride's Wonderground, Las Vegas NV, 2011: Guest artist
- Sands Expo trade show, Las Vegas NV, 2011: Mime product demonstration for Crypton Inc
- Mundo di Mucha, Curacao (Dutch Antilles), 2009: Educational mime performances at Luna Blou Theater
- Enchanted Circle Theater, Holyoke MA, 1997 to 2008: Actor in multi-cultural educational theater productions for schools (Folktales Shows: 'Japanese-', Russian-', 'African-' & 'Page to Stage'); mime and theater instruction residencies in schools
- Huis Ten Bosch Theme Park, Kyushu, Japan, 2007: Mime shows
- International Clown Festival, Shanghai, China, 2007: Mime shows
- Revels North Christmas Revels 2005-The Fool and the Flying Ship: 'The Fool'; 2003-2005 Norwich VT Solstice Pageants
- AT&T Circo Mundial, Puerto Rico 1997: Clown; Director, Clown Doctor program for hospitals and disabled centers
- Circus America Athens GA Olympics, 1996: Clown

EDUCATION/HISTORY

- New England Performers Retreat, Hats Off Performers Guild
- Pool Time Circus School, England 1987: Circus skills
- Bristol Polytechnic/University of the West of England, 1985: French and Spanish
- Laughter Yoga; Certified Leader

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06-03-16

1) Proposer's Legal Name: Christopher Eyers Yerlig

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
P.O. Box 3563, Amherst MA 01004

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): X Sole Proprietorship ____ Partnership ____ Corporation ___
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. ____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. I am a solo performer, based in Massachusetts, and have no relationship with Nassau County other than performing

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. 25

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 Historic Hudson Valley's Sunnyside Museum

Contact Person Michael Lord, director

Address 3 W. Sunnyside Lane

City/State Irvington NY 10533

Telephone 914-591-8763

Fax # _____

E-Mail Address mlord@hudsonvalley.org

Company Historic Hudson Valley's Van Cortlandt Manor Museum

Contact Person Cheryl Bernstein

Address 525 S. Riverside Ave

City/State Croton-On-Hudson NY 10520

Telephone 914-271-8981

Fax,# -

E-Mail Address cbernstein@hudsonvalley.org

Company Port Washington Chamber of Commerce

Contact Person Mariann Dalimonte

Address 329 Main St.

City/State Port Washington NY 11050

Telephone 516-767-9151

Fax,# -

E-Mail Address mdalimonte@pwresidents.org

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, Christopher Eyers Yerlis 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 3rd day of June 2016

C. Clayton Mount
Notary Public

C. CLAYTON MOUNT
Notary Public
Commonwealth of Massachusetts
My Commission Expires Mar. 27, 2020

Christopher Eyers Yerlis
Name of submitting business

Christopher Eyers Yerlis
Print name

Signature

Owner operator.
Title

06 / 03 / 2016
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Christopher Eyers-Yerlig

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Entertainment Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Christopher Eyers-Yerlig [redacted]

[redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

None

6. List all affiliated and related companies and their relationship to the firm entered on line 1 above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: April 18, 2016

Signed: [signature]

Print Name: Christopher Eyers-Yerlig

Title: Owner / Operator

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, 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) Christopher Eyers Yerlig, having its principal address at [redacted] (the "Performer") (collectively the "Contractors").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 1, 2016 and shall terminate on December 31, 2016, unless sonner terminated as provided herein.

2. Program. The Contractor is hereby retained by the County to provide Traditional 19th Century mime entertainment, including mechanical man and roving mime performances at the Old Bethpage Village Restoration special events as listed in Appendix "A" (the "Program"). Dates and performances are tentative and are subject to change.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractors as full consideration for the services under this Agreement shall not exceed seven thousand ($7,000.00). This amount is inclusive of any and all expenses, including, travel. Payment shall be made to the Performer on a weekly basis when the performer submits an invoice for services rendered.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Performer received notice that the County did not desire to receive such services.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Peformer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Performer shall, and shall cause Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Perfomer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performers own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Performer are responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause Performer Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Performer and/or a Performer Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

11. Accounting Procedures; Records. The Performer shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

12. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. Work Performance Liability. The Performer are and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Performer shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the Nassau County Treasurer by the Contractor upon signing this Agreement us.

19. Miscellaneous

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performers own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

Christopher Eyers Yerlig

By: _____
Name: Christopher Eyers Yerlig
Title: Principal, Mineola HS
Date: 4-6-16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

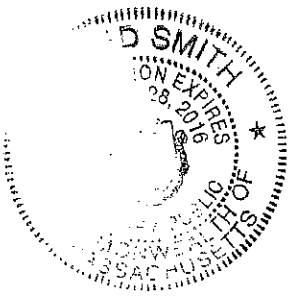
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6th day of April in the year 2016 before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Hampshire; that he or she is the principal of Wilmedat, the sole ~~corporation~~ proprietorship 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.

Edward Smith
NOTARY PUBLIC

My commission expires 10-25-16



STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Christopher Eyers Yerlig
Appendix A

$700.00/day for 10 days
Total: $7,000.00

Dates:
June 18
June 19
July 2
July 3
July 4
September 24
September 25
September 30
October 1
October 2

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:

Christopher Eyers-Yerig (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ___X___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

_____
_____
_____
_____
_____
_____
_____
_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ___X___ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____
_____
_____
_____

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

04-21-16
Dated

Signature of Chief Executive Officer

Christopher Eyers-Yerlig
Name of Chief Executive Officer

Sworn to before me this
21 day of April, 2016.

Edward Smith
Notary Public

EDWARD SMITH
MY COMMISSION EXPIRES OCTOBER 28, 2016
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

My Commission expires 10-28-2016

Appendix EE

- Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is

used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: VENDOR SUMMARY 3:20 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : [redacted] CHRISTOPHER EYERS YERLIG
VENDOR ALPHA :

S	VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	.00	.00	.00
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	.00	.00
	PAYMENTS	.00	.00	2,600.00
	CASH RECEIPTS	.00	.00	.00
	ACCT RECVABLE	.00	.00	.00
	1099 TOTALS			
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
GO14 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:43 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	431,197		2,927
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:42 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

Christopher Yerlig
[redacted]

162
5-7017/2110

April 30 2016
Date

Pay to the Order of Nassau County Treasurer $ 160.00

One Hundred & Sixty Dollars

Security Features Details on Back.

Citizens Bank

For Christopher Even Yerlig [redacted]

[redacted] 0162

MP

CCPK16-56

Contract ID#: CQPK1600053

Department: Parks, Rec & Museums

U-46-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Lakeside Theatre Concerts

NIFS ID #: CQPK1600053 NIFS Entry Date: 6/1/16 Term: **May 16, 2016-Nov 30, 2019**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: MLicata Entertainment LLC	Vendor ID# [redacted]
Address [redacted] REG: EMAIL: mlicataent@optimum.net	Contact Michelle Licata Phone: 631-838-1206

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm: _____ **Date** _____

Frank Camerlengo, Deputy Commissioner _____ **Date** 6/7/16

Eileen Krieb, CSR Eileen Krieb **Date** 6/7/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry-(Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	6/8/16		
	OMB	*NIFS Approval (Contractor Registered)* ☐	6/9/16		Yes ☐ No ☐ Not required if blanket resolution
6/10/16	County Attorney	*CA RE & Insurance Verification* ☑	6/10/16		
6/10/16	County Attorney	*CA Approval as to form* ☐	6/10/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/15/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/15/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 15 P 11:02

Contract ID#: CQPK1600053

Department: Parks, Rec & Museums

Contract Summary

Description: Musical performance of Alisha, Michael Live Project and Somethin Fresh concert at Lakeside Theatre on July 17, 2016
Purpose: to obtain and promote the services of the musical performance of Alisha, Michael Live Project and Somethin Fresh concert at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on July 17, 2016.
Method of Procurement: RFP# PK0307-1605, dated April 7, 2016
Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
Description of General Provisions: Musical performance of 2 hour duration on July 17, 2016 at Lakeside Theatre. Total cost: $6,000.00
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $6,000.00 CONTRACT PROCESSING FEE #160 - copy attached
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: gen	1800
Object: de	500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	**$6,000.00**
TOTAL	**$6,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	**$6,000.00**
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$6.000.00**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. Rosenthal **Date:** June 6, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/15/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/06)

CQPK16-53

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: MLicata Entertainment LLC

2. Dollar amount requiring NIFA approval: $ 6,000.00

Amount to be encumbered: $ 6,000.00

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: 5/16/16-11/30/19

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To obtain and promote the services of the musical performance of Alisha, Michael Live Project and Somethin Fresh concert at Lakeside Theatre, Eisenhower Park, from 8:00pm-10:00pm on July 17, 2016.

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:

CQPK15000047-$7,000.00

CQPX16-53

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/9/16

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

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 MLICATA ENTERTAINMENT LLC.

WHEREAS, the County has negotiated a personal services agreement with MLicata Entertainment LLC to provide the services for a musical performance at Lakeside Theatre, Eisenhower Park, 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 MLicata Entertainment LLC.

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: MLICATA ENTERTAINMENT, LLC

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. 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 March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **One hundred forty-four (144)** of potential proposers were sent notice of the RFP, **Thirty-five (35)** of potential proposers opened the documents and **Nineteen (19)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of seven (7) proposals were received and evaluated for the D-1 Promotion section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **MLICATA ENTERTAINMENT, LLC was one (1) of Five (5) Proposers awarded.**

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

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. 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: 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
Brian Nugent
Chief Deputy Commissioner

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605

D-1 Evaluation Score Sheet – *MLicataEntertainment LLC*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 20%
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 10%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 10%
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 25%
TOTAL SCORE:	**SCORE:** 85%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4-15-16
Name: Theodore Biel
Title: Mobile Electronic Operations Supv.

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-1 Evaluation Score Sheet – *MLicataEntertainment LLC*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 19
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 10
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 15
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30
TOTAL SCORE:	**SCORE:** 60

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.) ~~Approved~~ LIGHT ON AVAILED TALENT

Recommendation: APPROVED
Date: 4/15/16
Name: Patricia Cammarano
Title: Deputy Commissioner

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-1 Evaluation Score Sheet – *MLicataEntertainment LLC*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 20
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 15
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 15
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 15
TOTAL SCORE:	**SCORE:** 65

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/18/16
Name: C. Gillen C. Lulla
Title: Info Specl

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-1 Evaluation Score Sheet – *MLicataEntertainment LLC*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 20%
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 15%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 20%
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 25%
TOTAL SCORE:	**SCORE:** 80%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/18/16
Name: Paul Wygand
Title: Audio Engineer

Paul W

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

none

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/23/16

Vendor: MLicata Entertainment LLC

Signed:

Print Name: Michelle Licata

Title: President

APPENDIX D

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 Michelle Licata
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone 631 839-1206
   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 4/23/13 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 ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

APPENDIX D

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.

APPENDIX D

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, Michelle Licata, 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 15 day of April 2016

Melissa Riche
Notary Public

MELISSA RICHE
Notary Public - State of New York
NO. 01RI6251637
Qualified in Suffolk County
My Commission Expires Jan 14, 2020

MLicataEntertainment
Name of submitting business

Michelle Licata
Print name

Signature

President
Title

4/15/16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/23/4

1) Proposer's Legal Name: MLicataEntertainment-LLC

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 631 838-1206

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

_____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

_____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

_____

_____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

_____

_____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ✗ If Yes, provide details for each such charge. _____

_____

_____

b) Any misdemeanor charge pending? No ✓ Yes ✗ If Yes, provide details for each such charge. _____

_____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

_____

_____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

_____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

_____

_____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

_____

_____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

_____

_____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no conflict exists

_____

_____

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no conflict exists

_____

_____

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

no conflict exists

Nonetheless one arises the County will be notified to make determination

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.

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: April 23.2013 ML

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 Resorts World Casino

Contact Person Angela Gozzi

Address 11100-00 Rockaway Blvd

City/State Jamaica, NY

Telephone 718 215-2943

Fax #

E-Mail Address angela.gozzi@rwnewyork.com

however one arises the County will be notified to make determination

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. _____

_____

_____

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 Resorts World Casino

Contact Person Angela Gozzi

Address 11100-00 Rockaway Blvd

City/State Jamaica, NY

Telephone 718 215-2943

Fax # _____

E-Mail Address angela.gozzi@rwnewyork.com

Company The Living Room

Contact Person Ron Pein's

Address 432 N. Wantagh Avenue

City/State Bethpage NY

Telephone 917 774-5700

Fax #

E-Mail Address carlcynth@aol.com

Company JLSB Entertainment

Contact Person Robert Goodrich

Address

City/State

Telephone 646 523-4994

Fax #

E-Mail Address nynightclub@aol.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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michelle Licata, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 23 day of May, 2016

Notary Public

KELLY A KIESLING
Notary Public - State of New York
NO. 01KI6336459
Qualified in Suffolk County
My Commission Expires Mar 14, 2020

Name of submitting business: MLicata Entertainment LLC

By: Michelle Licata
Print name

Signature

President
Title

5/23/16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: MLicataEntertainment LLC

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: _____

3. Type of Business: ✓ Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Michelle Licata

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.

Michelle Licata

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/23/16

Signed: [signature]

Print Name: Michelle Licata

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, 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 **MLicata Entertainment LLC** having its principal office at [redacted] (the "Promoter" or "Contractor").

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 Department requires promotional services, including obtaining musical and other performers, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0307-1605, issued on April 7, 2016; and

WHEREAS, the RFP provides for an initial three (3) year term with an option to renew for an additional two (2) one (1) year periods.

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the Promoter desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 16, 2016 and shall terminate on November 30, 2019 (three seasons), with an option to renew for an additional two (2) one (1) year periods, upon the approval of the County Executive, unless sooner terminated as provided for herein.

2. Program. The Promoter is hereby retained by the County to obtain and promote the services of the following (any or all shows: the "Program") in 2016: **Alisha, Michael Live Project and Somethin Fresh** (the "Performers"), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park; to be held on July 17, 2016,

from 8:00 p.m. to 10:00 p.m. (the "Program"), including set-up. The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality.

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Six Thousand Dollars** (6,000.00). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) The first payment shall be an advance payment of 50% of the maximum amount ($3,000.00), made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of all of the Performers, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.

(ii) The balance payment respecting the performer shall be payable to the Performer shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or Program cancelled for any reason prior to completion of Program, and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Promoter 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 Promoter received notice that the County did not desire to receive such services.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, 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 Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, 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 Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

(c) 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 as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Promoter shall, and shall cause Promoter 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 Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Promoter 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 Promoter or a Promoter 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 Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter 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 Promoter, 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 Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter 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 Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter 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 Promoter and/or a Promoter Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State

Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
MLicata Entertainment LLC
[redacted]

Description of Operations:
The Certificate holder, Nassau County, is included as an Additional Insured
Event(s) and Date(s): Alisha, Michael Live Project and Somethin Fresh - July 17, 2016
Location: Lakeside Theatre & Eisenhower Park, East Meadow, New York 11554

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter 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 Promoter 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.

12. Accounting Procedures; Records. The Promoter 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 Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter 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 Promoter 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 Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Promoter is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Promoter 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 Promoter 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 Promoter, to the attention of the person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, 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.

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. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Promoter 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 Promoter or the Performer, the Promoter 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 Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or 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 Promoter's and/or 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 Promoter 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 Promoter 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 Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the

Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(i) The County has final approval over all "Riders" between the Promoter and the Performers.

(j) Either prior to, during, or following any Performance (on site), neither Promoter nor any agent, contractor or employee of the Promoter, may mention any future shows or events that are not County shows or events. Promoter's failure to comply with this provision shall result in the forfeiture of all remaining payments due hereunder and will result in the termination of this agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds 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, the Promoter and the County have executed this Agreement as of the date last executed by the parties.

MLICATA ENTERTAINMENT, LLC

By: _____
Name: Michelle Licata
Title: President
Date: 5/23/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 2 day of June in the year 2016 before me personally came Michelle Licata to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Promoter of MLicata Enterprises, 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
JOEL M. SCHLENGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

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:

Michelle Licata (Name)

[redacted] (Address)

631 838-1201 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws

regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

June 2, 2016
Dated

Michelle Licata
Signature of Chief Executive Officer

Michelle Licata
Name of Chief Executive Officer

Sworn to before me this

2ND day of June, 2016.

Notary Public

JOEL M. SCHOENBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 06/08/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 3:15 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 06 2016 JUNE 2016
INDEX :
ORGANIZATION : PK10 ADMINISTRATION
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE	CONTRACTUA	4,369,500	4,369,500	2,331,854	2,037,646
		EXP TOTAL	6,645,014	6,645,014	3,224,268	3,420,746
		REV - EXP	-2,668,014	-2,668,014	-1,984,711	683,303

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/08/2016
LINK TO: VENDOR SUMMARY 3:14 PM
ACTIVE
FISCAL MO/YEAR : 13 2015
VENDOR NUMBER : [redacted] MLICATA ENTERTAINMENT LLC
VENDOR ALPHA :

S VENDOR SUMMARY	ADADJ2015	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	.00
RETAINAGES	.00	.00	.00
ACCRUALS	.00	.00	.00
PAYMENTS	.00	7,000.00	7,000.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	.00	7,000.00	7,000.00
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

[redacted]

MLICATAENTERTAINMENT LLC

[redacted]

DATE June 8, 2016

PAY TO THE ORDER OF Treasurer of Nassau County $ 160.00/100

One Hundred and Sixty 00/100 DOLLARS

TD Bank
America's Most Convenient Bank®

FOR ~~Re~~ July 17, 2016 Show

[redacted]

Contract ID#: _____

Department: OHHS

U-48-16

Contract Details

CQH1

SERVICE _____ Hearing Officer____

NIFS ID #: 16000006 NIFS Entry Date:_____ Term: from 3/1/16 to 2/28/17

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES# _____	☐

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☐	No ☒

Agency Information

Vendor	
Name Leslie Francis, Esq	Vendor ID# 073-42-5552
Address [redacted]	Contact Person Leslie Francis
	Phone(516) 505-5600

County Department
Department Contact Oriana Mazza
Address 40 Main St, Hempstead
Phone 572-2978

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)* ☐ *Contractor Registered*		George J Hoff	
	OMB	*NIFS Approval (Contractor Registered)* ☐	3/15/16		Yes ☐ No ☐ Not required if blanket resolution
3/23/16	County Attorney	*CA RE & Insurance Verification* ☑	3/23/16		
3/23/16	County Attorney	*CA Approval as to form* ☑	3/23/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/17/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/17/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 17 P 2:39

Contract ID#: _____

Department: OHHS

Contract Summary

Description: To provide a Hearing Officer to hold hearings and issue written decisions in connection with the Department's housing programs, including the Housing Choice Voucher (Section 8) program.
Purpose: Federal regulations at 24 CFR § 282.555(a) require the Department to grant informal hearings to individuals who have had their Section 8 benefits terminated or have a grievance regarding their portion of the rent or utility allowance, among other issues. New York State, through its Homes & Community Renewal Section 8 Administrative Plan, outlines required hearing procedures.
Method of Procurement: An ad for the position was placed on three law-related websites. Only two applicants responded. Both applicants were interviewed and the Contractor was selected for the position based on Contractor's knowledge, skills, and experience. Contractor is an attorney admitted to the New York State bar.
Procurement History: See above
Description of General Provisions: Contractor shall be paid $450 for each day of conducting hearings and issuing related hearing decisions, for a period of up to one (1) year.
Impact on Funding / Price Analysis:
Change in Contract from Prior Procurement:
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	HI
Resp:	8341
Object:	500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$ 5,400.00
State	$
Capital	$
Other	$
TOTAL	$ 5,400.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	HIGRT8300RE0/D6500	$ 5,400.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 5,400.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Oriana Mazza **Date:** 2/29/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/17/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/06)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Leslie Francis, Esq.

2. Dollar amount requiring NIFA approval: $ 5,400

Amount to be encumbered: $ 5,400

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 3/1/16 - 2/28/17

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? _____ Yes _____ No
If not, will it require a future borrowing? _____ Yes _____ No
Has the County Legislature approved the borrowing? _____ Yes _____ No _____ N/A
Has NIFA approved the borrowing for this contract? _____ Yes _____ No _____ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide a Hearing Officer to hold hearings and issue written decisions in connection with the Department's housing programs, including the Housing Choice Voucher (Section 8) program. Federal regulations at 24 CFR § 282.555(a) require the Department to grant informal hearings to individuals who have had their Section 8 benefits terminated or have a grievance regarding their portion of the rent or utility allowance, among other issues. New York State, through its Homes & Community Renewal Section 8 Administrative Plan, outlines required hearing procedures.

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:

CQHI15000014 contract for same services for period 3/1/15 - 2/28/16 ($5,400)

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie DeMeo — 3/16/16

Signature | Title | Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature | Title | Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF HOUSING AND HOMELESS SERVICES AND LESLIE FRANCIS, ESQ.

WHEREAS, the County has negotiated a personal services agreement with Leslie Francis Esq. to act as Hearing Officer for informal hearings related to programs administered by the Department, 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 Leslie Francis Esq.

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:_____Leslie Francis, Esq_____

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. **SEE STAFF SUMMARY**

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4-22-16

Vendor: Leslie L. Francis, Esq.

Signed: Leslie L. Francis

Print Name: Leslie L. Francis

Title: Attorney/Owner

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4-22-16

Signed: Leslie L. Francois

Print Name: Leslie L. Francois

Title: owner

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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 Leslie L. Francis
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) 366 N. Broadway #410
   City/state/zip Jericho, NY 11753
   Telephone (917)864-3519
   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) - OWNER

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___
If Yes, provide details. NASSAU COUNTY OFFICE OF HOUSING AND INTERGOVERNMENTAL - CONTRACT # 150000 14

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Leslie L. Francis, 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 22 day of April 2016

Notary Public

ROBERT SHIPKO
Notary Public, State of New York
No. 01SH6120840
Qualified in Nassau County
Term Expires 12/27/2016

Leslie L. Francis, Esq.
Name of submitting business

Leslie L. Francis
Print name

Signature

Owner
Title

4, 22, 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4-22-16

1) Proposer's Legal Name: LESLIE L. FRANCIS

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: 250 Fulton Ave, Hempstead, NY; 366 N. Broadway, #410, Jericho, NY

3) Mailing Address (if different): _____

Phone: (917) 854-3519

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: 073-42-5552

6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ___ If Yes, provide details.___

___

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). ___

___

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets ___

___

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ___ If Yes, provide details for each such investigation. ___

___

___

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. ___

___

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ___ If Yes, provide details for each such charge.___

___

b) Any misdemeanor charge pending? Yes ___ No ___ If Yes, provide details for each such charge.___

___

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ___

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflicts exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflicts exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflicts exists

b) Please describe 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. As a sole proprietor, I would be aware of any conflicts & would resolve them immediately

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 NANOIA BAILING MACHINES

Contact Person FRED VON BARGEN, SR

Address 200 FRANK Rd.

City/State Hicksville, NY 11801

Telephone (516) 433-2055

Fax # (516) 433-4807

E-Mail Address NONE

Company ShipCargo

Contact Person Edward L Strauhs

Address 128 Red Maple Dr.

City/State Levittown, NY 11756

Telephone (516) 508-2534

Fax # NONE

E-Mail Address ShipCargo@aol.com

Company Morgan Stanley

Contact Person Dan Pugliese

Address 1585 Broadway, 01 Floor

City/State New York, NY, 10038

Telephone (212) 761-0565

Fax # NONE

E-Mail Address Dan.Pugliese@morganstanley.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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Leslie L. Francis, 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 22 day of April 2016

Notary Public

ROBERT SHIPKO
Notary Public, State of New York
No. 01SH6120840
Qualified in Nassau County
Term Expires 12/27/2016

Name of submitting business: Leslie L. Francis, Esq.

By: Leslie L. Francis
Print name

Signature

Owner
Title

4/28/16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LESLIE L. FRANCIS, ESQ.

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp sole proprietor Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

NONE

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/15/16

Signed: Leslie Francis

Print Name: LESLIE L. FRANCIS

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 the date last executed by the County (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 Office of Housing and Homeless Services, having its principal office at 40 Main Street, Hempstead NY 11550 (the "Department"), and (ii) Leslie Francis, Esq., having a principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 1, 2016 and terminate on February 28, 2017, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of acting as a Hearing Officer when required by the Department for informal hearings related to programs administered by the Department, including but not limited to the Housing Choice Voucher (Section 8) program ("Services").

Hearings shall be conducted, and hearing decisions shall be rendered, in accordance with applicable federal, state, and local laws, rules, regulations, and guidelines, including but not limited to 24 CFR § 982 and the New York State Homes & Community Renewal Section 8 Administrative Plan, as amended. Contractor shall prepare written hearing decisions within the timeframes cited within the applicable laws, rules, regulations, and guidelines, currently 14 calendar days, or as directed by the Department. The parties agree HUD regulations at 24 CFR § 982.555 define circumstances in which the Department is not bound by the Hearing Officer's decision and may make an alternate determination.

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 Five Thousand Four Hundred dollars ($5,400) (the "Maximum Amount"), payable as follows: Four Hundred and Fifty dollars ($450) per day of hearings, including conducting the informal hearing and issuing a written decision. The hearing schedule will be set by the Department at a rate of approximately one day of hearings per month, or as necessary in the Department's sole discretion. The Maximum Amount includes all expenses related to the rendering of Services, including travel time and preparation time.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the

Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the 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 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. The Contractor shall, and shall cause Contractor

agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement, and shall maintain the confidentiality of all such information.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one

million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is

impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. 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.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County (to the order of "County of Nassau") by the Contractor upon signing this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

LESLIE FRANCIS, ESQ.

By: _____
Name: LESLIE L. FRANCIS
Title: HEARING OFFICER
Date: 2-16-16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16th day of February in the year 2016 before me personally came Leslie Francis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the _____ of Peron, 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

NORMAN J. GERSMAN
Notary Public, State of New York
No. 01GE6094034
Qualified in Nassau County
Commission Expires June 16, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: GRANT SUMMARY INQUIRY 10:28 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 03 2016 MAR 2016 GRANT END DATE: 09/30/2016 A
GRANT : H183 HOUSING CHOICE VOUCHER PROGRAM
GRANT DETAIL : 41 HOUSING CHOICE VOUCHER PROGRAM
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	FA	FEDERAL AID - REIM	2,084,000	2,050,246		-33,754
		REVENUE TOTAL	2,084,000	2,050,246		-33,754
	AA	SALARIES, WAGES &	1,248,000	1,229,082		18,918
	AB	FRINGE BENEFITS	525,000	362,272		162,728
	BB	EQUIPMENT	2,000	1,301	443	257
	DD	GENERAL EXPENSES	90,000	45,687	35,095	9,218
	DE	CONTRACTUAL SERVIC	26,000			26,000

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 13 2015 ADADJ2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	01/13/2016	136P	VDHI15001356 01	HIGRT8300FED	DE500			13 2015
	01/08/2016	FAIR HEARING 12/11/2015						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 10 2015 OCT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	10/30/2015	136P	VDHI15001033 01	HIGRT8300FED	DE500			10 2015
	10/02/2015	FAIR HEARING SEPTEMBER 11,2015						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 09 2015 SEPT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE / DUE DATE	T/C	DOCUMENT / DESCRIPTION	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD / AMOUNT
	09/16/2015	136P	VDHI15000871	01 HIGRT8300FED	DE500			09 2015
	08/24/2015		FAIR HEARING AUGUST 6,2015					-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	08/03/2015	136P	VDHI15000747	01 HIGRT8300FED	DE500			08 2015
	08/03/2015	FAIR HEARING 07/02/2015 SERVICES RENDERED						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	07/08/2015	136P	VDHI15000678 01	HIGRT8300FED	DE500			07 2015
	06/22/2015	FAIR HEARING	04/3/2015	06/05/15				-450.00
	07/08/2015	136P	VDHI15000678 02	HIGRT8300FED	DE500			07 2015
	06/22/2015	FAIR HEARING	05/1/2015	06/05/15				-450.00
	07/08/2015	136P	VDHI15000678 03	HIGRT8300FED	DE500			07 2015
	06/22/2015	FAIR HEARING	06/05/2015	06/06/15				-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:29 AM
ACTIVE
FISCAL MO/YEAR : 05 2015 MAY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE / DUE DATE	T/C	DOCUMENT / DESCRIPTION	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD / AMOUNT
	05/05/2015	103	CQHI15000014 01 OHHS FAIR HEARING CONTRACT	HIGRT8300FED	DE500			05 2015 5,400.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN SARCONE
EXECUTIVE DIRECTOR

COUNTY OF NASSAU
OFFICE OF HOUSING & COMMUNITY DEVELOPMENT
40 MAIN STREET – SUITE A – EXECUTIVE OFFICE
HEMPSTEAD, NEW YORK 11550
(516) 572-2978 FAX (516) 572-2789

MEMORANDUM

To: Samantha Goetz, Esq., Deputy County Attorney
From: Oriana Mazza, Esq., Counsel, OHCD
CC:
Date: 6/9/16
Re: Contract with Leslie Francis, Esq., NIFS ID# 16000006

To whom it may concern:

The attached copy of this contract is the **WEBSITE READY** copy.

As the vendor is a sole proprietor, personal information such as home address, telephone number, and social security number have been redacted, in accordance with the FOIL disclosure exemption under Article 6 of the New York State Public Officers Law.

Please advise if the department should take any further steps to ensure the confidentiality of this personal information. Thank you for your attention to this matter.

Contract ID#: _____ Department: OHHS

Contract Details

SERVICE _____Hearing Officer____

NIFS ID #: 1600600 6 NIFS Entry Date:_____ Term: from 3/1/16 to 2/28/17

New X Renewal ☐	1) Mandated Program:	Yes ☐	No ☐
Amendment ☐	2) Comptroller Approval Form Attached:	Yes ☒	No ☐
Time Extension ☐	3) CSEA Agreement § 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

Vendor		County Department	
Name Leslie Francis, Esq	Vendor ID# [redacted]	Department Contact Oriana Mazza	
Address [redacted] Westbury, NY 11590	Contact Person Leslie Francis Phone(516) [redacted]	Address 40 Main St, Hempstead	
		Phone 572-2978	

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)* ☐ *Contractor Registered*		George J Hoff	
	OMB	*NIFS Approval (Contractor Registered)* ☐	3/15/16		Yes ☐ No ☐ Not required if blanket resolution
3/23/16	County Attorney	*CA RE & Insurance Verification* ☑	3/23/16		
3/23/16	County Attorney	*CA Approval as to form* ☑	3/23/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			

Contract ID#: _____ Department: OHHS

Contract Summary

Description: To provide a Hearing Officer to hold hearings and issue written decisions in connection with the Department's housing programs, including the Housing Choice Voucher (Section 8) program.
Purpose: Federal regulations at 24 CFR § 282.555(a) require the Department to grant informal hearings to individuals who have had their Section 8 benefits terminated or have a grievance regarding their portion of the rent or utility allowance, among other issues. New York State, through its Homes & Community Renewal Section 8 Administrative Plan, outlines required hearing procedures.
Method of Procurement: An ad for the position was placed on three law-related websites. Only two applicants responded. Both applicants were interviewed and the Contractor was selected for the position based on Contractor's knowledge, skills, and experience. Contractor is an attorney admitted to the New York State bar.
Procurement History: See above
Description of General Provisions: Contractor shall be paid $450 for each day of conducting hearings and issuing related hearing decisions, for a period of up to one (1) year.
Impact on Funding / Price Analysis:
Change in Contract from Prior Procurement:
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	HI
Resp:	8341
Object:	500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE		AMOUNT
Revenue Contract	☐	XXXXXXX
County		$
Federal		$ 5,400.00
State		$
Capital		$
Other		$
TOTAL		$ 5,400.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	HIGRT8300FED/0500	$ 5,400.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 5,400.00

Document Prepared By: Oriana Mazza Date: 2/29/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/06)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Leslie Francis, Esq.

2. Dollar amount requiring NIFA approval: $ 5,400

Amount to be encumbered: $ 5,400

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 3/1/16 - 2/28/17

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide a Hearing Officer to hold hearings and issue written decisions in connection with the Department's housing programs, including the Housing Choice Voucher (Section 8) program. Federal regulations at 24 CFR § 282.555(a) require the Department to grant informal hearings to individuals who have had their Section 8 benefits terminated or have a grievance regarding their portion of the rent or utility allowance, among other issues. New York State, through its Homes & Community Renewal Section 8 Administrative Plan, outlines required hearing procedures.

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:

CQH115000014 contract for same services for period 3/1/15 - 2/28/16 ($5,400)

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Miller — 3/16/16

Signature | Title | Date

_____

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature | Title | Date

_____

Print Name

NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

_____

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF HOUSING AND HOMELESS SERVICES AND LESLIE FRANCIS, ESQ.

WHEREAS, the County has negotiated a personal services agreement with Leslie Francis Esq. to act as Hearing Officer for informal hearings related to programs administered by the Department, 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 Leslie Francis Esq.

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:_____Leslie Francis, Esq_____

CONTRACTOR ADDRESS: [redacted], Westbury, NY 11590

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. **SEE STAFF SUMMARY**

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

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.***

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 OFFICE OF HOUSING AND HOMELESS SERVICES AND LESLIE FRANCIS, ESQ.

WHEREAS, the County has negotiated a personal services agreement with Leslie Francis Esq. to act as Hearing Officer for informal hearings related to programs administered by the Department, 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 Leslie Francis Esq.

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: GRANT SUMMARY INQUIRY 10:28 AM
ACTIVE
BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 03-2016 MAR 2016 GRANT END DATE: 09/30/2016 A
GRANT : [illegible] HOUSING CHOICE VOUCHER PROGRAM
GRANT DETAIL : 41 HOUSING CHOICE VOUCHER PROGRAM
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	FA	FEDERAL AID - REIM	2,084,000	2,050,246		-33,754
		REVENUE TOTAL	2,084,000	2,050,246		-33,754
	AA	SALARIES, WAGES &	1,248,000	1,229,082		18,918
	AB	FRINGE BENEFITS	525,000	362,272		162,728
	BB	EQUIPMENT	2,000	1,301	443	257
	DD	GENERAL EXPENSES	90,000	45,687	35,095	9,218
	DE	CONTRACTUAL SERVIC	26,000			26,000

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 13 2015 ADADJ2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	01/13/2016	136P	VDHI15001356 01	HIGRT8300FED	DE500			13 2015
	01/08/2016	FAIR HEARING 12/11/2015						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 10 2015 OCT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	10/30/2015	136P	VDHI15001033 01	HIGRT8300FED	DE500			10 2015
	10/02/2015	FAIR HEARING SEPTEMBER 11,2015						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 09 2015 SEPT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	09/16/2015	136P	VDHI15000871	01 HIGRT8300FED	DE500			09 2015
	08/24/2015	FAIR HEARING AUGUST 6,2015						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE		DESCRIPTION					AMOUNT
	08/03/2015	136	P VDHI15000747	01 HIGRT8300	FED	DE500		08 2015
	08/03/2015	FAIR HEARING 07/02/2015 SERVICES RENDERED						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE		DESCRIPTION					AMOUNT
	07/08/2015	136P	VDHI15000678 01	HIGRT8300FED	DE500			07 2015
	06/22/2015		FAIR HEARING 04/3/2015	06/05/15				-450.00
	07/08/2015	136P	VDHI15000678 02	HIGRT8300FED	DE500			07 2015
	06/22/2015		FAIR HEARING 05/1/2015	06/05/15				-450.00
	07/08/2015	136P	VDHI15000678 03	HIGRT8300FED	DE500			07 2015
	06/22/2015		FAIR HEARING 06/05/2015	06/06/15				-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:29 AM
ACTIVE
FISCAL MO/YEAR : 05 2015 MAY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	05/05/2015	103	CQHI15000014 01	HIGRT8300FED	DE500			05 2015
		OHHS FAIR HEARING CONTRACT						5,400.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4-22-16

Vendor: Leslie L. Francis, Esq.

Signed: Leslie L Francis

Print Name: Leslie L. Francis

Title: Attorney/Owner

Rev. 3-2016

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4-22-16

Signed: [signature]

Print Name: LESLIE L. FRANCIS

Title: OWNER

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Leslie L. Francis
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip Westbury, NY 11590
   Business address [redacted]
   City/state/zip Westbury NY 11590
   Telephone [redacted]
   Other present address(es) [redacted]
   City/state/zip Jericho, NY 11753
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other) - OWNER

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___ If Yes, provide details. NASSAU COUNTY Office of Housing and INTERGOVERNMENTAL CONTRACT 150000014

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Leslie L. Francis, 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 22 day of April / 2016

Notary Public

ROBERT SHIPKO
Notary Public, State of New York
No. 01SH6120840
Qualified in Nassau County
Term Expires 12/22/2016

Leslie L. Francis, Esq.
Name of submitting business

Leslie L. Francis
Print name

Signature

owner
Title

4/22/16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4-22-16

1) Proposer's Legal Name: LESLIE L. FRANCIS

2) Address of Place of Business: [redacted] Westbury NY 11590

List all other business addresses used within last five years: 250 Fulton Ave, Hempstead, NY; 366 N. Broadway #410 Jericho, NY

3) Mailing Address (if different): _____

Phone : [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business: Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflicts exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflicts exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflicts exists

b) Please describe 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. As a sole proprietor, I would be aware of any conflicts & would resolve them immediately

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 NANOIA Bailing Machines

Contact Person Fred von Bargen Sr

Address 200 Frank Rd.

City/State Hicksville NY 11801

Telephone (516) 433-2055

Fax # (516) 433-4807

E-Mail Address NONE

Company ShipCargo

Contact Person Edward E Strauhs

Address [redacted]

City/State Levittown, NY 11756

Telephone [redacted]

Fax # none

E-Mail Address [redacted]

[redacted]

Company Morgan Stanley

Contact Person Dan Purpiese

Address 1585 Broadway, 01 Floor

City/State New York, NY, 10038

Telephone (212) 761-0565

Fax # none

E-Mail Address Dan.Purpiese@morganstanley.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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Leslie L. Francis, 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 22 day of April 2016

Notary Public

ROBERT SHIPKO
Notary Public, State of New York
No. 01SH6120840
Qualified in Nassau County
Term Expires 12/27/2016

Name of submitting business: Leslie L. Francis, Esq.

By: Leslie L. Francis
Print name

Signature

Owner
Title

4 / 28 / 16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LESLIE L. FRANCIS, ESQ.

Address: [redacted]

City, State and Zip Code: WESTBURY, NY 11590

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp sole proprietor Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

NONE

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/15/16

Signed: Leslie Francis

Print Name: LESLIE L. FRANCIS

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 the date last executed by the County (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 Office of Housing and Homeless Services, having its principal office at 40 Main Street, Hempstead NY 11550 (the "Department"), and (ii) Leslie Francis, Esq., having a principal office at [redacted], Westbury, NY 11590 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 1, 2016 and terminate on February 28, 2017, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of acting as a Hearing Officer when required by the Department for informal hearings related to programs administered by the Department, including but not limited to the Housing Choice Voucher (Section 8) program ("Services").

Hearings shall be conducted, and hearing decisions shall be rendered, in accordance with applicable federal, state, and local laws, rules, regulations, and guidelines, including but not limited to 24 CFR § 982 and the New York State Homes & Community Renewal Section 8 Administrative Plan, as amended. Contractor shall prepare written hearing decisions within the timeframes cited within the applicable laws, rules, regulations, and guidelines, currently 14 calendar days, or as directed by the Department. The parties agree HUD regulations at 24 CFR § 982.555 define circumstances in which the Department is not bound by the Hearing Officer's decision and may make an alternate determination.

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 Five Thousand Four Hundred dollars ($5,400) (the "Maximum Amount"), payable as follows: Four Hundred and Fifty dollars ($450) per day of hearings, including conducting the informal hearing and issuing a written decision. The hearing schedule will be set by the Department at a rate of approximately one day of hearings per month, or as necessary in the Department's sole discretion. The Maximum Amount includes all expenses related to the rendering of Services, including travel time and preparation time.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the

Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the 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 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. The Contractor shall, and shall cause Contractor

agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement, and shall maintain the confidentiality of all such information.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one

million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is

impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. 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.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County (to the order of "County of Nassau") by the Contractor upon signing this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

LESLIE FRANCIS, ESQ.

By: _____
Name: LESLIE L. FRANCIS
Title: HEARING OFFICER
Date: 2-16-16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16th day of February in the year 2016 before me personally came Leslie Francis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the _____ of Forum, 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

NORMAN J. GERSMAN
Notary Public, State of New York
No. 01GE6094034
Qualified in Nassau County
Commission Expires June 16, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#: CQAT15000009

Department: County Attorney

4-49-16

Contract Details

SERVICES: Outside counsel

NIFS ID #: CLAT16000008 NIFS Entry Date: 01/12/2016 Term: January 9, 2015 – January 8, 2017

New ☐ Renewal ☒	
Amendment #1	☒
Time Extension	☒
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Sobel Law Group, LLC	Vendor ID#: 243866641	Department Contact: Jaclyn Delle
Address: 464 New York Avenue, Suite 100, Huntington, New York 11743	Contact Person: Curtis Sobel	Address: 1 West St., Mineola, New York 11501
	Phone: (631) 549-4677	Phone: (516) 571-3034

Routing Slip

DATE RCVD	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	1/26/16		Yes ☐ No ☐ Not required if blanket resolution
1/29/16	County Attorney	*CA RE&I Verification* ☑	1/29/16		
1/29/16	County Attorney	*CA Approval as to form* ☑	1/29/16		Yes ☑ No ☒
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐ / Leg. ☐	☐			
1/29/16	County Attorney	*NIFS Approval* ☑	1/29/16		
	County Comptroller	*NIFS Approval* ☐			
6/15/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/15/16		

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
17 P 2:39

PR5254 (8/04)

9 6

Contract ID#: CQAT15000009

Department: County Attorney

Contract Summary

Description: Amendment #1 to outside counsel contract.

Purpose: Amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Casualty; Construction Litigation; Environmental Law; Insurance Law; Municipal Law; and Tort Law. Counsel was initially assigned a case as more fully described in Appendix A of the Original Agreement. The amendment renews the contract by extending the term and increasing the maximum amount.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Sobel Law Group, LLC submitted a proposal in response to the RFQ and has been added to the panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the case provided in Appendix A of the Original Agreement, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $24,900.00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$24,900.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$24,900.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,900.00

1/29/16

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/15/16
Date	Date	*(For Office Use Only)* E #:

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Sobel Law Group, LLC (CLAT16000008)

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: 01/09/2015-01/08/2017

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Due to time sensitivity, services commenced prior to approval.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Casualty; Construction Litigation; Environmental Law; Insurance Law; Municipal Law; and Tort Law. Counsel was initially assigned a case as more fully described in Appendix A of the Original Agreement. This 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:

CQAT15000009, max amount $24,900.00, encumbered $24,900.00 on 05/13/2015.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann DeLa 1/27/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

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: Sobel Law Group, LLC (CLAT16000008)

CONTRACTOR ADDRESS: 464 New York Avenue, Suite 100, Huntington, New York 11743

FEDERAL TAX ID #: 243866641

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on May 13, 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 ("RFQ") was issued and a panel of firms qualified to provide legal services for the County was established. The firm Sobel Law Group, LLC submitted a proposal in response to the RFQ and has been added to the panel. The firm has been determined to be qualified by the Department in the areas of law listed in the attached routing sheet and initially assigned a case as more fully described in Appendix A of the Original Agreement, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

IV. ☐ **Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ **Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1/26/16

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND SOBEL LAW GROUP, LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Sobel Law Group, LLC to provide legal 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 Sobel Law Group, LLC

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: SOBEL PEVZNER, LLC

Dated: 6/6/16

Signed:

Print Name: CURTIS SOBEL

Title: SOLE MG. MEMBER

Rev. 12-2015

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

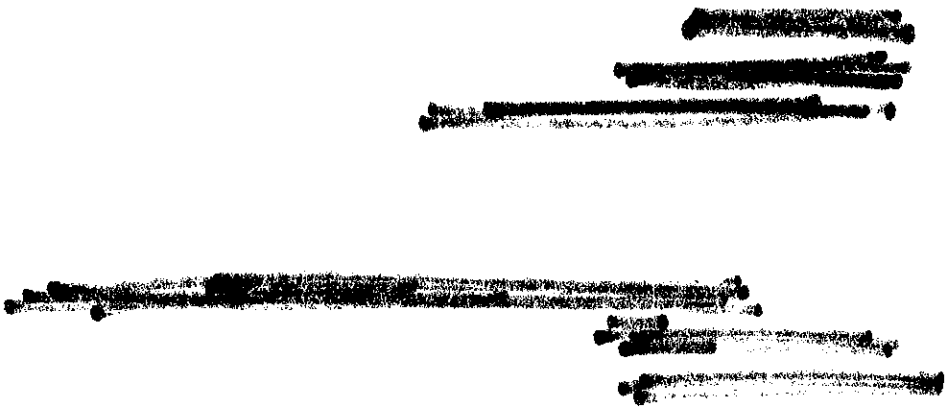
1. Principal Name CURTIS SOBEL
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 464 New York Avenue
   City/state/zip Huntington, NY 11743
   Telephone (631) 549-4677
   Other present address(es) [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) SOLE MANAGING MEMBER.

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 100 %

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___ If Yes, provide details. Nassau County

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, CURTIS SOBEL, 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 6 day of June 20 16

Notary Public

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified in Suffolk County
Commission Expires July 31, 20 17

SOBEL PEVZNER, LLC (Formerly Sobel Law Group LLC)
Name of submitting business

CURTIS SOBEL
Print name

Signature

SOLE MEMBER MEMBER
Title

6 / 6 / 16
Date

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified in Suffolk County
Commission Expires July 31, 20 17

Rev. 3-2016

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: June 6, 2016

1) Proposer's Legal Name: Sobel Pevzner, LLC (Formerly Sobel Law Group, LLC)

2) Address of Place of Business: 464 New York Avenue, Suite 100, Huntington NY 11743

List all other business addresses used within last five years:
30 Vesey Street, 8th Floor, New York, NY 10007

3) Mailing Address (if different): —

Phone: (631) 549-4677

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 26-3866641

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICTS EXIST

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICTS EXIST

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICTS EXIST

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We perform a comprehensive conflicts check prior to accepting any matter.

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 SUFFOLK COUNTY WATER AUTHORITY

Contact Person TIMOTHY HOPKINS, GENERAL COUNSEL

Address 4060 SUNRISE HIGHWAY, OAKDALE, NY 11769

City/State —

Telephone 631-563-0236

Fax # 631-563-0370

E-Mail Address Tim.Hopkins@SCWA.com

Company LANCER INSURANCE COMPANY

Contact Person KIERAN MAGOWAN

Address ONE FAIRCHILD COURT

City/State PLAINVIEW, NY 11803

Telephone 516-349-8868

Fax # N/A

E-Mail Address KMAGOWAN@LANCERINSURANCE.COM

Company HANOVER INSURANCE CO.

Contact Person DONNA NORMILE

Address 400 Atrium Drive

City/State Somerset NJ 08873

Telephone 732-805-2210

Fax # 508-926-1578

E-Mail Address DNORMILE@HANOVER.COM

COUNTY OF NASSAU

Business History Form - Addendum

FIRM RESUME

A.

I. Date of Formation:

Sobel Pevzner, LLC began as the sole proprietorship of Curtis Sobel in February of 1990. The Current LLC was established in 2008.

II. Names, addresses and position of all persons having a financial interest in the company, including sharholders, members, general or limited partner.

Curtis Sobel is the sole shareholder and managing member of the LLC. Bella Pevzner is a member of the LLC. The firm has no other general or limited partners. The home address for Curtis Sobel is [redacted]

III. Name, address and position of all officers and directors of the company.

Curtis Sobel is the Sole Managing Member of the LLC. Bella Pevzner is a member of the LLC. She resides at [redacted]

IV. State of Incorporation.

Sobel Pevzner, LLC is a domestic limited liability company

V. The number of employees of the firm.

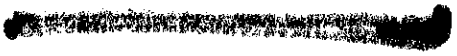
The firm employs thirteen (13) attorneys, six (6) paralegals and an additional five (5) clerical and bookkeeping employees for a total of twenty four (24) employees.

VI. **Annual Revenue of the Firm:**

The firm generates annual revenue in excess of 3.5 million dollars.

VII. **Sumary of Relevant Accomplishments.**

Sobel Law Group, LLC is a defense firm with offices in Huntington, New York and New York City which for more than 26 years, has been engaged in all aspects of negligence defense litigation. The firm started as the solo practice of Curtis Sobel in 1990 and has grown to our current complement of 13 attorneys serving clients in New York, New Jersey and Eastern Pennsylvania. The firm remains committed to providing the highest



quality defense in the most cost effective manner. Curtis Sobel, Esq., the Senior and Founding Member of the firm, has in excess of 25 years of litigation experience and alternative dispute resolution in the State of New York. He has been selected by his peers to be included in the Metro Super Lawyers for 2013, 2014, 2015 and 2016. The firm has been nominated for Best's Directory of Recommended Insurance Lawyers 2014 and 2015.

Bella Pevzner, Partner with the firm, has significant experience in the defense of civil law suits and manages the firm's Workers' Compensation matters in New York and New Jersey in addition to overseeing the day to day operations of our New York City office. David Goldman is an accomplished litigator in the State and Federal Courts of New York and is the Managing Partner of the firm's Huntington office.

Since its inception, the Sobel Law Group and its predecessor firms, have consistently and successfully represented Municipalities, Public Authorities among its clientele in addition to prominent members of the insurance, hospitality, retail, transportation, habitation and construction industries in the greater New York Metropolitan area. Presently, the firm's expansive clientele includes insurance carriers, self-insured businesses, municipalities and school districts, regional habitation companies, school and municipal bus companies, supermarket chains, "big box" retailers, construction companies, product manufacturers, as well as national and regional pharmacies, automobile parts and repair chains, and fast food chains. The firm remains extremely active in the trial of general liability and Workers Compensation matters. Additional information is included below: Furthermore, various carriers also depend upon our firm to represent their interests in the Workers' Compensation arena.

i: Recent Significance and History of Trials.

Curtis Sobel, Aaron Gross and Bella Pevzner of the firm took twelve (12) verdicts in general liability matters during the past 12 months; five (5), two (2) and one (1) respectively. Additionally, Bella Pevzner has obtained two (2) defense verdicts on asbestos related Workers' Compensation matters in the last twelve months.

a. Curtis Sobel defended a national convenience store chain in a case involving premises liability arising from accumulated snow and ice. The liability verdict was split between the parties followed by settlement well under authority granted by the self insured client.

b. Curtis Sobel defended a commercial property owner in an action arising out of an alleged defective window. The case was tried in Nassau County Supreme Court. The plaintiff suffered significant permanent nerve damage to her dominant hand. The trial ended in a defendant's verdict.

c. Curtis Sobel defended a national fast food company in a labor law case in Middlesex County, New Jersey. The action involved a fall from height and included general and subcontractors as co-defendants. After trial commenced, the action resolved with no contribution from the firm's client.

d. Curtis Sobel defended a national pharmaceutical company following pro hac admission in Ohio in a suit arising out of an alleged accidental overdose of opiates. After commencement of trial, the matter resolved for minimal contribution by the firm's client and the majority of settlement monies paid by the co-defendant physicians in the medical malpractice action which was joined for trial.

e. Curtis Sobel defended a national retail company in an action in Kings County Supreme Court arising out of a slip and fall accident with actual notice to the retailer of the dangerous condition. The plaintiff sustained injury to the knee which was treated with three surgical procedures including a total knee replacement. Following commencement of trial, the matter settled for well under the six figure authority granted.

f. Curtis Sobel defended a self-insured trucking company at trial in the U.S. District Court, Southern District of New York. The accident involved the client's tractor trailer and plaintiff's automobile. Following removal from State Court, Bronx County, the case resulted in a defense verdict following a full trial. Biomechanical and accident reconstruction along with medical experts and lay witness testimony were all adduced at time of trial.

g. Curtis Sobel defended a weld testing company at trial in the Supreme Court of the State of New York, Erie County. The client of the firm was severed from the main action following summary judgment under Labor Law 240 being granted against the construction management company and property owner. The first party action resulted in a verdict of 2.5 million dollars. Curtis Sobel represented a weld testing company as a third party in the claim under contractual and common law indemnification and contribution. Despite the fact that the firm's client admitted to created the condition which led to the plaintiff's fall, the jury held the firm's client 35% responsible. The balance of liability was found against the prime defendants and the plaintiff.

h. Bella Pevzner defended a national restaurant chain and its franchise owner at trial in a premises liability action in the Supreme Court, Bronx County. The action involved a transient dangerous condition and resulted in a defense verdict based upon lack of actual or constructive notice.

i. Bella Pevzner defended an Energy Power Plant in two separate Workers's Compensation matters wherein claimants alleged injurious exposure to asbestos thereby bringing occupational disease claims. After extensive litigation both

matters were dismissed finding that the alleged injuries exposure did not occur at the power plant.

j. Aaron Gross defended an insured in a motor vehicle accident wherein liability was found 100% against the defendant driver. Plaintiff claimed injuries of a leg fracture and lumbar spine herniations. The jury returned a verdict well under $100,000.

k. Aaron Gross defended a municipal water company against a claim for extensive water damage in a residential home allegedly caused as a result of burst pipes. Following the liability portion of the trial, Mr. Gross was awarded a directed verdict upon motion to the Court and the case was dismissed.

l. Aaron Gross defended an insured in a hit in the rear motor vehicle accident where liability was conceded. Following a damages trial the jury returned a defendant's verdict for one plaintiff and awarded a nominal sum of money to the second plaintiff, which was below the last offer made prior to the commencement of trial.

m. Aaron Gross defended an insured in a hit in the rear motor vehicle accident where liability was conceded. Following a damages trial where plaintiff alleged cervical and lumbar spine injuries as well as a knee surgery, the jury returned a defendant's verdict.

ii: Annexed hereto at Exhibit "A" is a partial listing of verdicts in an additional nineteen (19) cases recently taken to trial.

Curtis Sobel, senior partner in the firm as and remains extremely active in the trial of defense and commercial matters for the firm. Aaron Gross and Bella Pevzner are also trial counsel in the firm. On average, the firm annually takes verdicts in approximately six (6) to eight (8) general liability cases. The litigation is varied and involves construction accidents, pharmaceutical negligence, premises, product, automobile and transportation liability. In addition, all trials of contested workers compensation matters are conducted by partner Bella Pevzner.

B. Indicate the Number of Years in Business:

The firm has been in business since its inception in February 1990 for a total of 26 years.

C. Provide any other information which would be appropriate and helpful in determining the proposer's capacity and reliability to perform these services:

Additional information is available on the firm website: sobelpevzner.com.

EXHIBIT – A

EXHIBIT "A' - LITIGATION EXPERIENCE

The attorneys of the Sobel Law Group L.L.C. are actively involved in all aspects of the defense of tort claims including the trial of lawsuits involving premises liability, motor vehicle and trucking liability, product liability, construction site liability, labor law and food liability. The following constitutes a partial list of recent verdicts in which the firm was a primary if not the sole target defendant:

Eskenazi v. Mackoul, Supreme Court, Nassau County, tried by Curtis Sobel in an action under Navigation Law 181 in the Supreme Court, Nassau County. This section of the law provides for compensation for oil spills and in this case was applied to the UST of the homeowner. The trial involved nearly 1.8 million dollars in claims legal fees and expenses which are reimburseable under the law. Additionally, 1 million dollars was sought for the remediation and reconstruction of the plaintiff's property. At trial, evidence was excluded by motion resulting in complete preclusion of the claim of legal fees. Bench trial verdict reflected same. During post trial conference, the case was resolved for significantly less than sought or reserved by the carrier.

Curtis Sobel defended a national convenience store chain and its franchise owner at trial in a premises liability action in the Supreme Court Suffolk County. The action involved a transient dangerous condition and resulted in a defense verdict based upon lack of actual or constructive notice.

Curtis Sobel defended a homeowner at trial in an action arising out of an attack by the homeowner's dog. The plaintiff was a child of seven (7) at the time of the attack and suffered permanent scarring on his head and torso. The full trial resulted in a defense verdict.

Aaron Gross defended an insured automobile operator at trial in the Supreme Court, Suffolk County. The action involved a hit in the rear, however a defense verdict based upon the threshold for serious injury resulted.

Aaron Gross defended an insured automobile operator at trial in the Supreme Court, Suffolk County. In this action, liability was conceded, however, the jury found the plaintiff's surgery insufficient to warrant a finding of serious injury and a defense verdict was rendered.

Dellosantos v. A. Duie Pyle, U.S.D.C. Southern District of New York, tried by Curtis Sobel, to defense verdict full trial. (motor vehicle liability)

Roper v. 7-Eleven, Inc., Supreme Court, Queens County, tried by Curtis Sobel to defense verdict; (premises liability)

Brookbank v. Classie, Supreme Court, Suffolk County, tried by Curtis Sobel to defense verdict. (premises liability)

Goldman v. Poveromo, Supreme Court, Suffolk County, tried by Aaron Gross to defense verdict; (motor vehicle liability)

Tsimbalenko v. A. Duie Pyle, Supreme Court, Queens County, tried by Curtis Sobel to defense verdict (motor vehicle liability)

Reed v. Nestle Waters of North America, Supreme Court, Westchester County, tried by Curtis Sobel to defense verdict on damages only trial. (motor vehicle liability)

Mary Ann Zinerco v. Pathmark Stores, Inc., Supreme Court, Suffolk County, tried by Curtis Sobel, to defense verdict. (premises liability)

Bruce Rickard v. Home Depot, U.S.A., Inc., Supreme Court, Suffolk County, tried by Curtis Sobel, to defense verdict. (product liability)

Balenovich v. Home Depot, U.S.A., Inc., United States District Court, Eastern District of New York, full trial tried by Curtis Sobel, verdict $45,000.00, demand $1,200,000.00. (premises liability)

Algarin v. White Castle Systems, Inc., Supreme Court, Westchester County, tried by Curtis Sobel, defense verdict. (premises liability)

Agatha Orgas v. Waldbaum, Inc., Supreme Court, Queens County, tried by Curtis Sobel, to defense verdict, settled for $25,000.00, after verdict. (premises liability)

MaryAnn Sarno v. Pathmark Stores, Inc., Supreme Court, Suffolk County, tried by Curtis Sobel, damages only trial, defense verdict based upon causation. (premises liability)

Haddad v. Pathmark Stores, Inc., Supreme Court, Suffolk County, tried by Curtis Sobel, defense verdict. (premises liability)

Tabibnia v. Paul's Trucking, Supreme Court, Suffolk County, motor vehicle vs. tractor-trailer accident, tried by Curtis Sobel, defense verdict. (motor vehicle liability)

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, CURTIS SOBEL, 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 6 day of June 2016

Notary Public

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified in Suffolk County
Commission Expires July 31, 20

Name of submitting business: SOBEL PEVZNER, LLC (formerly SOBEL LAW GROUP LLC)

By: CURTIS SOBEL
Print name

Signature

SOLE MG MEMBER
Title

6 / 6 / 16
Date

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified in Suffolk County
Commission Expires July 31, 20

Rev. 3-2016

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Sobel Law Group, LLC

   Address: 464 New York Avenue

   City, State and Zip Code: Huntington, NY 11743

2. Entity's ~~Vendor~~ TAX Identification Number: 26-3866641

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Curtis Sobel – Managing Member

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.

Curtis Sobel

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1/7/16

Signed: _____

SOBEL LAW GROUP, LLC

Print Name: Curtis Sobel

Title: Managing Member

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

NASSAU CO. ATTORNEY
2016 JAN 7 AM 11 54

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) Sobel Law Group, LLC, with an office located at 464 New York Avenue, Suite 100, Huntington, New York 11743 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT15000009 between the County and Counsel, executed on behalf of the County on May 13, 2015 (the "Original Agreement"), Counsel provides legal services to the County, 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 9, 2015 until January 8, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may 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 8, 2017.

2. Maximum Amount and Renewal Options. The Maximum Amount in the Original Agreement shall be increased by Twenty-four Thousand Nine Hundred Dollars ($24,900.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Forty-nine Thousand Eight Hundred Dollars ($49,800.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SOBEL LAW GROUP, LLC

By: _____
Name: Curtis Sobel
Title: Managing Member
Date: January 7, 2016

NASSAU COUNTY

By: _____
Name: Charles Lavine
Title: County Executive

☒ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the 7th day of January, in the year 2016 before me personally came **CURTIS SOBEL** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Suffolk; that he is the managing member of the **SOBEL LAW GROUP, LLC**, the limited liability company described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of members of said company.

NOTARY PUBLIC

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified In Suffolk County
Commission Expires July 31, 20 17

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _ day of _____ __ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Certified contract received on 05/21/2015

Contract ID#: CQAT15000009

Department: County Attorney

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CQAT15000009 NIFS Entry Date: 03/05/2015 Term: January 9, 2015 – January 8, 2016

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name	Vendor ID#
Sobel Law Group, LLC	243866641
Address	**Contact Person**
464 New York Avenue Suite 100 Huntington, New York 11743	Curtis Sobel
	Phone
	(631) 549-4677

County Department

Department Contact
Daniel Gregware
Address
1 West St. Mineola, New York 11501
Phone
(516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☐ ☐			
	OMB	*NIFS Approval*	☐	4/7/15		Yes ☐ No ☐ Not required if blanket resolution
4/13/15	County Attorney	*CA RE&I Verification*	☑	4/13/15		
	County Attorney	*CA Approval as to form*	☐	04/15/2015		Yes ☐ No ☒
	LEG Legislative Affairs	*Fw'd Original K to CA*	☐			
	LEG Rules ☐ / Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐	04/15/2015		
	County Comptroller	*NIFS Approval*	☑	5/12/15 5/13/15		
4/24/15	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	4/24/15		

Contract ID#: CQAT15000009

Department: County Attorney

Contract Summary

Description: New outside counsel contract.
Purpose: This is a new outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Casualty; Construction Litigation; Environmental Law; Insurance Law; Municipal Law; and Tort Law. As of the commencement of this agreement, the following case has been assigned to Counsel: DORIS FLORES v. THE COUNTY OF NASSAU, THE NASSAU COUNTY POLICE DEPARTMENT and TIMOTHY CESTARO, Index No. 014046/12.
Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Sobel Law Group, LLC has submitted a proposal in response to the RFQ and has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the case provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.
Procurement History: See above for procurement method.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $24,900.00
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,900.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$24,900.00
2		$
3		$
4	J. Amato 4/13/15	$
5		$
6		$
	TOTAL	$24,900.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date 5/19/15	Date 5/13/15	4/20/15

(For Office Use Only)

E #:

PR5254 (8/04)

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: Sobel Law Group, LLC (CQAT15000009)

CONTRACTOR ADDRESS: 46 4 New York Avenue, Suite 100, Huntington, New York 11743

FEDERAL TAX ID #: 243866641

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm, Sobel Law Group, LLC has submitted a proposal in response to the RFQ and has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed in the attached routing sheet and assigned the case provided in the attached routing sheet, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

3/16/15

Date

***NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Sobel Law Group, LLC, with an office located at 464 New York Avenue, Suite 100, Huntington, New York 11743 ("Counsel" or "Contractor").

WITNESSETH:

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 9, 2015 and shall terminate on January 8, 2016, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial case assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) 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-four Thousand Nine Hundred Dollars ($24,900.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner: $210.00

(ii) Of Counsel: $210.00

(ii) Associate: $175.00

(ii) Paralegal: $85.00

(iii) Law Clerk: $85.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any

obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with

the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of

which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the

parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

SOBEL LAW GROUP, LLC

By: _____

Name: Curtis Sobel

Title: Partner

Date: 2-25-15

NASSAU COUNTY

By: _____

Name: Charles Ribando

Title: County Executive
or Deputy County Executive

Date: 5/13/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Suffolk)

On the 25th day of February in the year 2015 before me personally came Curtis Sobel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Sobel Law Group LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Sara Wechsler Cohen

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified In Suffolk County
Commission Expires July 31, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13 day of May in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

Notary Public, State of New York
No. 01PE6[illegible]
Qualified In Nassau County
Commission Expires April 02, 2016

Appendix A

Case assigned to Counsel as of the commencement of this Agreement:

DORIS FLORES v. THE COUNTY OF NASSAU, THE NASSAU COUNTY POLICE DEPARTMENT and TIMOTHY CESTARO, Index No. 014046/12

Additional cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Casualty;
2. Construction Litigation;
3. Environmental Law;
4. Insurance Law;
5. Municipal Law;
6. Tort Law

The Department may qualify Counsel in additional areas of law.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Curtis Sobel, Esq. (Name)

[redacted] (Address)

[redacted] (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 __xx__ 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 __xx__ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2-25-15
Dated

Signature of Chief Executive Officer

Curtis Sobel, Esq.
Name of Chief Executive Officer

Sworn to before me this
25th day of February 2015.

Notary Public

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified in Suffolk County
Commission Expires July 31, 2017

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 01/26/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 4:11 PM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 01 2016 JAN 2016
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BB	EQUIPMENT	15,000	15,000		15,000
	DD	GENERAL EX	627,000	627,000	28,591	598,409
	DE	CONTRACTUA	5,350,000	5,350,000	50,000	5,300,000
		EXP TOTAL	13,903,211	13,903,211	485,010	13,418,201
		REV - EXP	4,467,447	4,467,447	-415,729	-4,883,176

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 01/26/2016
LINK TO: VENDOR SUMMARY 4:15 PM
ACTIVE
FISCAL MO/YEAR : 01 2016
VENDOR NUMBER : [redacted] 01 SOBEL LAW GROUP, LLC
VENDOR ALPHA : SOBEL LAW GROUP, LLC

S VENDOR SUMMARY	JAN 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	15,008.90
RETAINAGES	.00	.00	.00
ACCRUALS	-9,891.10	-9,891.10	.00
PAYMENTS	9,891.10	9,891.10	9,891.10
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	9,891.10	9,891.10	9,891.10
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 01/26/2016
LINK TO: VENDOR SUMMARY 4:16 PM
ACTIVE
FISCAL MO/YEAR : 13 2015
VENDOR NUMBER : [redacted] 01 SOBEL LAW GROUP, LLC
VENDOR ALPHA : SOBEL LAW GROUP, LLC

S VENDOR SUMMARY	ADADJ2015	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	-9,891.10	15,008.90	15,008.90
RETAINAGES	.00	.00	.00
ACCRUALS	9,891.10	9,891.10	9,891.10
PAYMENTS	.00	.00	.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS			
B/U WITHHOLDING			
B/U WITH PAID			
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

Contract ID#: CQPK1600057

Department: Parks, Rec & Museums

U-50-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: **Provide onstage musical instruments and audio equipment at Lakeside Theatre**

NIFS ID #: CQPK1600057 NIFS Entry Date: 6/9/16 Term: 5/1/16-4/30/19

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

Vendor		County Department
Name: Barefoot Productions, Inc.d/b/a Rocket Rehearsal Studio.	Vendor ID# 06-0995072	Department Contact Eileen Krieb
Address 38-10 29 Street Long Island City, NY 11101	Contact Person: Lennox Shillingford	Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
EMAIL [redacted]	Phone: 718-482-8082 Fax	Phone (516) 572-0378 Fax: 516-572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner _____ **Date** 6/10/16

Frank Camerlengo, Dep. Commissioner _____ **Date** 6/9/16

Eileen Krieb, CSR Eileen Krieb **Date** 6/10/16

DATE Recd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
6/10/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	6/10/16		
6/10/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/10/16		Yes ☐ No ☐ Not required if blanket resolution
6/12/16	County Attorney	*CA RE & Insurance Verification* ☑	6/12/16		
6/12/16	County Attorney	*CA Approval as to form* ☑			Yes ☐ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/15/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/15/16		

RECEIVED
CLERK OF NASSAU COUNTY
2016 JUN 15 P 12:53

PR5254 (1/06)

Contract ID#: CQPK1600057

Department: Parks, Rec & Museums

Contract Summary

Description: Provide onstage musical instruments and audio equipment at Lakeside Theatre events

Purpose: Provide onstage musical instruments and audio equipment per individual performance requirements (e.g. drum kit, risers, guitars,amps, monitors,mixing boards,etc. (Backline) at Lakeside Theatre events

Method of Procurement: Submitted proposal to RFP PK0307-1605 issued April 7, 2016.

Procurement History: Barefoot Productions d/b/a Rocket Rehearsal Studio has provided this backline equipment for over 10 years.

Description of General Provisions:

Provide onstage musical instruments and audio equipment per individual performance requirements (e.g. drum kit, risers, guitars,amps, monitors,mixing boards,etc. (Backline) at Lakeside Theatre events

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 15,000.00

Professional Services CONTRACT PROCESSING FEE $100 copy attached

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: GRT	9700de
Object: OTH600	
Transaction:	

PK97X5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	**$15,000.00**
TOTAL	**$15,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PKgrt9700 othde5200 PK97X5	**$15,000.00**
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$15,000.00**

Document Prepared By: L. Rosenthal **Date:** 6/7/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/15/16
Date	Date	*(For Office Use Only)* E #:

CQPK16-57

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Barefoot Productions, Inc. d/b/a Rocket Rehearsal Studio

2. Dollar amount requiring NIFA approval: $ 15,000.00

Amount to be encumbered: $ 15,000.00

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: 5/1/16-4/30/19

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Provide onstage musical instruments and audio equipment per individual performance requirements (e.g. drum kit, risers, guitars,amps, monitors,mixing boards,etc. (Backline) at Lakeside Theatre events

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:

None

CQPK16-57

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Allen — 6/9/16

Signature | Title | Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature | Title | Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND BAREFOOT PRODUCTIONS, INC. DBA ROCKET REHEARSAL STUDIO

WHEREAS, the County has negotiated a personal services agreement with Barefoot Productions, Inc. dba Rocket Rehearsal Studio to provide onstage musical instruments and audio equipment ("Backline") for productions and events at Lakeside Theatre, Eisenhower Park, 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 Barefoot Productions, Inc. dba Rocket Rehearsal Studio.

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: **BAREFOOT PRODUCTIONS, INC. d/b/a Rocket Rehearsal Studio**

CONTRACTOR ADDRESS: **3810 29TH Street, LIC, NY 11101**

FEDERAL TAX ID #: **06-0995072**

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **One hundred forty-four (144)** of potential proposers were sent notice of the RFP, **Thirty-five (35)** of potential proposers opened the documents and **Nineteen (19)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of three (3) proposals were received and evaluated for the D-4 BACKLINE section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **BAREFOOT PRODUCTIONS, INC. d/b/a Rocket Rehearsal Studio was one (1) of Two (2) Proposers awarded.**

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

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. 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: 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
Brian Nugent
Chief Deputy Commissioner

6/10/16
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

D-4

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605

D-4 BACKLINE Evaluation Score Sheet – *Barefoot Productions, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 25
TOTAL SCORE:	**SCORE:** 95

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)
GOOD RFP ALL COVERED

Recommendation: AWARD
Date: 4/19/16
Name: Robert Commo Lowe
Title: Deputy Commissioner

EDWARD P. MANGANO
COUNTY EXECUTIVE

D-4

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-4 BACKLINE Evaluation Score Sheet – *Barefoot Productions, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25%
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25%
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30%
TOTAL SCORE:	**SCORE:** 100%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/19/16
Name: Paul Wygand
Title: Audio Engineer

Paul W

D4

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-4 BACKLINE Evaluation Score Sheet – *Barefoot Productions, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25 %
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20 %
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25 %
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30 %
TOTAL SCORE:	**SCORE:** 100 %

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4-19-16
Name: Theodore Bell
Title: Mobile Electronic Operation Supv.

EDWARD P. MANGANO
COUNTY EXECUTIVE

D4

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-4 BACKLINE Evaluation Score Sheet – *Barefoot Productions, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30
TOTAL SCORE:	**SCORE:** 100

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/19/16
Name: Colleen C. Ilse
Title: Info Spec II

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/31/16

Vendor: BAREFOOT PRODUCTIONS, INC DBA Rocket Rehearsal Stud

Signed:

Print Name: LENNOX SHILLINGFORD

Title: PRESIDENT

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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

16

1. Principal Name Iyabo Shilling Ford
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3810 29th Street
   City/state/zip Long Island City NY 11101
   Telephone 718 482 8082
   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 06/01/05 Secretary 12/10/79
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. Co Owner w/ my husband

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

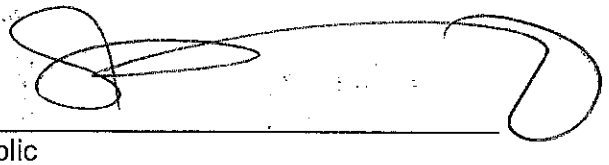
CERTIFICATION

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, Iyabo Shillingford, 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.

SHAHAB AHMED
Notary Public, State of New York
Registration #01AH4874056
Qualified In Nassau County
Commission Expires June 21, 2019

Sworn to before me this 31st day of May 2016



Notary Public

SHAHAB AHMED
Notary Public, State of New York
Registration #01AH4874056
Qualified In Nassau County
Commission Expires June 15, 20__

BAREFOOT PRODUCTIONS Inc
Name of submitting business DBA Rocket Rehearsal Studios

IYABO SHILLINGFORD
Print name

Iyabo Shillingford
Signature

CEO
Title

05 / 31 / 16
Date

APPENDIX D

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 LENNOX SHILLINGFORD
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3810 29TH STREET
   City/state/zip Long Island City, NY 11101
   Telephone 718 482 8082
   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 12/10/79 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 ___ YES ✓ If Yes, provide details. I am a co-owner with my wife

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

APPENDIX D

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

APPENDIX D

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, LENNOX SHILLINGFORD being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31 day of March 2016

Notary Public

ANDREA GALBO
Notary Public, State of New York
No. 4930681
Qualified in Westchester County
Commission Expires on April 18, 2018

BAREFOOT PRODUCTIONS, INC
Name of submitting business

LENNOX SHILLINGFORD
Print name

Signature

PRESIDENT
Title

3 / 31 / 2016
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/16/16

1) Proposer's Legal Name: BAREFOOT PRODUCTIONS, INC DBA Rocket Rehearsal Sp

2) Address of Place of Business: 3810 29th STREET LIC, NY 11101

List all other business addresses used within last five years: 3306 37th Avenue LIC, NY 11101

3) Mailing Address (if different): —

Phone: 718 482 8082

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 055817076

5) Federal I.D. Number: 06-0995072

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ✓ Corporation ___
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ✓ Yes ___. If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. No conflict exists, however if one arises the County will be notified to make determination.

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 EASTERN STAGE PRODUCTIONS

Contact Person Eddie Thayer

Address 250 Executive Drive Unit 51

City/State Edgewood NY 11717

Telephone 631 242 0044

Fax # 631 242 5061

E-Mail Address ESP@ESPNEWYORK.COM

Company WESTHAMPTON BEACH PAC

Contact Person FRANK RUSSELL

Address 76 MAIN ST

City/State WESTHAMPTON BEACH, NY 11978

Telephone 631 288 2350 ext 109

Fax # FRANKR @ WHBPAC.ORG

E-Mail Address

Company Tilles Center for the Performing Arts

Contact Person PAT CASTIAN

Address

City/State Westbury NY

Telephone 516 299 3627

Fax # 516 299 2520

E-Mail Address Patrick.Castain@LIU.EDU

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Iyabo Shillingford, 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 31st day of May 2016

SHAHAB AHMED
Notary Public, State of New York
Registration #01AH4874056
Qualified In Nassau County
Commission Expires June 24, 2019

Notary Public

Name of submitting business: Barefoot Productions Inc DBA Rocket Rehearsal Studio

By: Iyabo Shillingford
Print name

Iyabo Shillingford
Signature

CEO
Title

05/31/16
Date

Barefoot Productions, Inc.

dba Rocket Rehearsal Studio
3810 29th Street - 2nd Floor
Long Island City, NY 11101
Phone: (718) 482-8082 Fax: (718) 482-8083
[redacted]

Barefoot Productions, Inc. is a corporation formed in 1978 and presently based in Long Island City, NY. It operated initially as a music rehearsal studio. Soon thereafter we started doing backline rentals. Over the last 35 years we have been renting backline, from the odd piece to supplying backline to large international festivals. We have provided backline to the St Lucia Jazz Festival for 20 years, Jamaica Jazz & Blues Festival for 15 years. In NYC we have supplied backline to the Charlie Parker Jazz Festival, produced by the City Parks Foundation, for the last 5 years. We have provided backline to just about every venue in the NYC area over that time - Kings Theatre, Tilles Center at LIU, The Theater at MSG, Apollo Theater. We have also provided the backline to Nassau County for the Eisenhower Park Lakeside Concert Series for the last few years.

Over the last 35 years we have accumulated a large inventory of backline. In our inventory we have everything from a 9 foot Steinway D concert grand piano to Hammond organs, all makes of drums, percussion, vibraphones, electronic keyboards, guitars and guitar amplifiers, basses and bass amplifiers, staging, in ear monitors, DJ equipment, Upright basses and stage risers. We are also constantly upgrading our equipment to better serve our clientele. Our staff has worked on thousands of shows of all different varieties and they are experienced with all forms of backline.

EIN #: 06-0995072

Principles:
Lennox Shillingford
Iyabo Shillingford

Barefoot Productions, Inc.

dba Rocket Rehearsal Studio

38-10 29th Street - 2nd Floor

Long Island City, NY 11101

Phone: (718) 482-8082 Fax: (718) 482-8083

APPENDIX B

Iyabo Shillingford

Been involved with the adminstration of day to day management and billing for Barefoot Productions, Inc. from 1980 to the present
Handles all billing and receivable for the company
Handles payroll and office administation.

Lemox Shillingford

Been involved with the day to day operations and logistics of Barefoot Productions, Inc. since 1980.
Handles purchacing and staffing for the company. Has put together providing backline equipment to numerous events in the the USA and Internationally including
St. Lucia Jazz Festival (20 years)
St. Kitts Music Festival (20 years)
Jamica Jazz and Blues (17 years)
Oak Lawn, PA (3 years)
Charlie Parker Jazz Fest, NY (5years)
Grooving in the Park, NYC (5 years)

Barefoot Productions, Inc.

dba Rocket Rehearsal Studio
38-10 29th Street - 2nd Floor
Long Island City, NY 11101
Phone: (718) 482-8082 Fax: (718) 482-8083
[redacted]

Initial DOS Filing Date: December 1, 1978

Principals:
Iyabo Shillingford – CEO
[redacted]

Lennox Shillingford - President
[redacted]

State of Incorporation: New York

Employees: 6

Annual Revenue: [redacted]

Accomplishments:
Backline Vendor for the St Lucia Jazz Festival 1994-2014
Backline Vendor for the Jamaica Jazz & Blues Festival 1995-2013
Backline Vendor for the Charlie Parker Jazz Festival NYC 2010-present
Backline Vendor for the Tilles Center LIU
Backline Vendor for the Westhampton Beach PAC
Backline Vendor for the St Kitts Music Festival 1997-Present

# of years in business = 35 years.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: BAREFOOT PRODUCTIONS, INC. DBA Rocket Rehearsal Studio

Address: 3810 29th STREET

City, State and Zip Code: Long Island City, NY 11101

2. Entity's Vendor Identification Number: 06-0995072

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ___✓__Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Iyabo Shillingford
[redacted]

Lennox Shillingford
[redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Same

IYABO SHILLINGFORD, [redacted]

LENNOX SHILLINGFORD, [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/16/16

Signed: [signature]

Print Name: LENNOX SHILLINGFORD

Title: PRESIDENT

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, 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 **Barefoot Productions, Inc. dba Rocket Rehearsal Studio**, a New York corporation having its principal address at 38-10 29 Street, Long Island City, NY 11101 (the Contractor").

W I T N E S S E T H:

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; and

WHEREAS, the Department requires certain technical production service for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proprosals #PK0307-1605, issued on April 7, 2016;

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term**. This Agreement shall commence on May l, 2016 and shall terminate on April 30, 2019, unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for an additional two (2) one (1) year terms on the same terms and conditions as stated herin.

2. **Services**. The services to be provided by the Contractor under this Agreement per Exhibit A shall consist of providing onstage musical instruments and audio equipment per individual performance requirements (e.g. drum kit, risers, guitars, amps, monitors, mixing boards, etc.) ("Backline") for those productions and/or events requiring

such equipment at the Lakeside Theatre ("Lakeside"), Eisenhower Park, East Meadow, NY 11554.

3. **Payment**.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Fifteen Thousand Dollars** ($15,000.00) per year. This amount is inclusive of any and all expenses, including travel, and shall be payable per production and/or event at a rate mutually agreed to by the Department and the Contractor. The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4. **Independent Contractor**. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. **No Arrears or Default**. The Performer 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 and shall cause all Contractor Agents to 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 Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. **Minimum Service Standards**. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. **Indemnification; Defense; Cooperation**. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in

connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor 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 Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors 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 are 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.

(d) The Contractor shall, and shall cause all 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.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. **Insurance**. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. **Coverage is Subject to Change according to Event.**

IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
Barefoot Productions, Inc. dba Rocket Rehearsal Studio
38-10 29 Street
Long Island City, NY 11101

Description of Operations:
The Certificate holder, Nassau County, is included as Additional insured
Date: May 1, 2014 through October 31, 2014
Location: Eisenhower Park, East Meadow, New York 11554

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverage's shall be deemed a material

breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. **Assignment; Amendment; Waiver; Subcontracting**. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. **Termination**. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) 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 Contractors 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 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.

12. **Accounting Procedures; Records**. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of

services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. **Limitations on Actions and Special Proceedings Against the County**. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor uses 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.

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. **Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. **Miscellaneous**.

(a) The Contractor represents and warrants that it is the authorized agent for the Contractor and has the authority to enter into this Agreement on the behalf of the Contractor and agrees that as the authorized agent, by executing this Agreement, the Contractor shall be bound by the terms and conditions contained herein. The Contractor 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 Contractor.

21. **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.

22. **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, the Contractor and the County have executed this Agreement as of the date first above written.

BAREFOOT PRODUCTIONS, INC. DBA ROCKET REHEARSAL STUDIO

By: Lyah Shillingford
Name:
Title: CEO
Date: 5/31/16

NASSAU COUNTY

By:
Name:
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31st day of May in the year 2016 before me personally came Yabu Shillingford to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the CEO of Barefoot Products Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

SHAHAB AHMED
Notary Public, State of New York
Registration #01AH4874056
Qualified in Nassau County
Commission Expires June 24, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

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:

IYABO SHILLINGFORD (Name)

[redacted] (Address)

718 482 8082 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

05/31/16
Dated

Signature of Chief Executive Officer

IYABO SHILLINGFORD
Name of Chief Executive Officer

Sworn to before me this
31st day of May 2014. 2016

Notary Public

SHAHAB AHMED
Notary Public, State of New York
Registration #01AH4874056
Qualified In Nassau County
Commission Expires June 24, 2019

EXHIBIT "A"

COST PROPOSAL APPENDIX A

THE "NON-COLLUSIVE PROPOSAL CERTIFICATION" FORM PROVIDED MUST ACCOMPANY THIS FORM.

D4. BACKLINE

Please provide the comprehensive listing of Proposed Fees for all Events. Complete Section I and Complete Section II

Instructions: Complete Section I

Hourly Labor Rate Per Person

Section I. Hourly Labor Rate

Section I: Hourly Labor Rate	Year One	Year Two	Year Three
I. SHOP PREP	$25 per hr		
II. DRIVER	$30 per hr		
III. STAGE TECH	$35 per hr		
IV.			
V.			

Instructions: Complete Section II

Section II. Additional Equipment

Please provide a detailed listing along with rates for any/all anticipated equipment on a separate sheet of paper.

Section II. Additional Equipment	Year One	Year Two	Year Three
I.			
II. PRICE LIST			
III. ATTACHED			
IV.			
V.			
VI.			
VII.			
VIII.			

Korg Trinty	Korg Trinty - Keyboard	125.00
Korg Trinty Pro	Korg Trinty Pro - Keyboard	175.00
Korg Triton	Korg Triton 61 keys	125.00
Korg Triton Extreme	Korg Triton Extreme - Keyboard	175.00
Korg Triton Extreme 76	Korg Triton Extreme Pro 76 keys	175.00
Korg Triton LE	Korg Triton LE - Keyboard	125.00
Korg Triton Pro	Korg Triton Pro - Keyboard	150.00
Korg Triton Pro X	Korg Triton Pro X weighted	175.00
Korg Triton Studio	Korg Triton Studio - 61 keys	150.00
Korg Triton TR rack	Korg Triton TR rack	50.00
Korg X3	Korg X3	125.00
Kurzweil K2500XS	Kurzweil K2500XS	175.00
Kurzweil K2600	Kurzweil K2600XS	175.00
Kurzweil Micro Piano	Kurzweil Micro Piano	50.00
Kurzweil PC-2X	Kurzweil PC-2X	125.00
Kurzweil PC-88	Kurzweil PC-88	125.00
Laptop Stand	Laptop Stand	10.00
Latin Percussion Table	LP Table	20.00
Les Paul Guitar	Les Paul Guitar	75.00
Leslie 122	Leslie 122 Speaker	125.00
Leslie 145 Speaker	Leslie 145 speaker amp	100.00
Leslie 147 Speaker cabinet	Leslie 147 Speaker Cabinet	75.00
Leslie Relay	Splitter Leslie Relay	25.00
Line 6 DL4	Line 6 DL4 - Delay Pedal/power supply	100.00
Line 6 Flextone 2	Line 6 Flextone 2 w/2 x 12 speaker	65.00
Line 6 Flextone II	Line 6 Flextone 2X12 Combo	65.00
Line 6 MM 4	Line 6 MM 4 tuner	15.00
Line 6 Pod	Line 6 Pod	60.00
Line 6 Pod XT Live	Line 6 Pod XT Live pedalboard	75.00
Line 6 Spider IV HD150	Line 6 Spider IV HD150 amp	75.00
Load In and Load Out	Load In and Load Out	150.00
LP Bata Drum	LP Bata drum stand	10.00
LP Bell Tree	Bell Tree on Stand	10.00
LP Bongos	Pair of LP Bongos w/stand	30.00
LP Bongos w/stand	LP Bongos w/stand	30.00
LP Cajon	LP Cajon	30.00
LP Chimes w/clamp	LP Wind Chimes w/clamp	15.00
LP Conga	LP Conga	40.00
LP Conga (Set)	LP Conga, Tumba and Quinto with Stands	105.00
LP Conga Cradles	LP Cradles	10.00
LP Congos (pair)	LP Congos	70.00
LP Cowbell mounted on cymball tree	LP Cowbell mounted on cymbal tree	20.00
LP Cradles	LP Cradles	20.00
LP Cyclops Tamborine	LP Cyclops Tamborine	5.00
LP Djenbe	LP Djembe 14"	25.00
LP Everything Bar	LP Everything Bar	10.00
LP Gajete Brackets	LP Gajete Brackets	45.00
LP Gong on Stand	LP Gong On Stand	40.00

Barefoot Productions, Inc.
PRODUCT/SERVICE LIST

PRODUCT/SERVICE	DESCRIPTION	PRICE
12 String Electric Gtr	12 String Electric Guitar	100.00
3-Way Splitter cable	3-Way Splitter 48 channel	200.00
48 Channel Splitter Snake	48 Channel Splitter Snake	150.00
5 Piece Sonor Drums	5 Piece Sonor Drums	750.00
56 MG card	256 MG card	15.00
6 Piece Drums (Tortee)	6 Piece Drums (Tortee)	384.76
A/B Box	A/B Box	10.00
Access Virus Ti V2	Access Virus Ti V2	160.00
Accessories		
Aguilar AG500	Aguilar AG500 Bass Amp	65.00
Aguilar DB410	Aguilar DB410 speaker	50.00
Aguilar DB750	Aguilar DB750 bass amp	75.00
Aguilar GS115	Aguilar GS 115 1X15" Speaker	50.00
Aguilar GS212	Aguilar GS212 2X12" Speaker	50.00
Aguilar GS410	Aguilar GS410 4X10" Speaker	50.00
Aguilar GS412	Aguilar GS412 4X12" Speaker	75.00
Aguilar Tone Hammer 500	Aguilar Tone Hammer 500 amp	65.00
Akai APC40	Akai APC40 Abelton Controller	35.00
Akai MPC2000XL	Akai MPC2000XL	100.00
Akai MPC2500	Akai MPC2500	150.00
Akai MPC4000	Akai MPC4000	175.00
Akai S3000	Akai S3000 Sampler	100.00
AKG 451	AKG 451 microphone	25.00
AKG D112 Mic	AKG D112 microphone	20.00
Alesis DM4	Alesis DM4 Drum Module	50.00
Alesis DM5	Alesis DM5 Drum Module	50.00
Alesis HD24	Alesis HD24 Hard Disk Recorder	150.00
Alesis QS8.1 Keyboard	Alesis QS8.1 Keyboard	150.00
Allen and Heath Xone 92	Allen and Heath Xone 92 Mixer	125.00
Ampeg 115 Speaker	Ampeg 115 1X15" Speaker	75.00
Ampeg 410HLF	Ampeg 410HLF 4x10" bass speaker	50.00
Ampeg B-15	Ampeg B-15 Combo	100.00
Ampeg Gemini 1	Ampeg Gemini 1 guitar amp	75.00
Ampeg J20	Ampeg J20 Guitar Amp	60.00
Ampeg SVT CL	Ampeg SVT Classic Bass Amp	75.00
Ampeg SVT Pro 2	Ampeg SVT Pro 2 Bass Amp	75.00
Ampeg SVT Pro4	Ampeg SVT Pro4 Bass Amp	75.00
Ampeg SVT Vintage	Ampeg SVT Vintage Amp	75.00
Ampeg SVT VR	Ampeg SVT VR Vintagr Reissue amplifier	75.00
Ampeg SVT810E	Ampeg SVT 8X10" Speaker	50.00
Apex Keyboard Stand	Apex Keyboard Stand	10.00
Armless Chair	Armless Seating Chair	10.00
Avalon 737	Avalon 737 Mic Preamp	75.00
Avalon U5 DI	Avalon U5 DI Box	50.00
Avid HD IO	2 BNC with all necessary cables	200.00
Bar Stool	Bar Stool	10.00

Barcus Berry 4000XL	Barcus Berry 4000XL Piano Pickup	40.00
Bata Stand	Bata Stand	15.00
BBE Sonic Stomp	BBC Sonic Stomp	15.00
Black 18" Kik Drum	Black 18" Kick Drum	25.00
Blackstar HT Reverb Pedal	Blackstar HT Reverb Pedal	30.00
Bogner Shiva	Bogner Shiva 2X12" Combo Amp	75.00
Boss DD3	Boss DD3	15.00
Boss DD6 - Delay	Boss DD6 - Delay Pedal	15.00
Boss Distortion Pedal	Boss Distortion Pedal	10.00
Boss EV5 Expression Pedal	Boss EV5 Expression Pedal	10.00
Boss Flanger Pedal	Bosss Flanger Pedal	20.00
Boss FV50 Volume Pedal	Boss FV50 Volume Pedal	10.00
Boss GT8 w/cables	Boss GT8 w/cables	50.00
Boss ME50	Boss ME50 Guitar Effects Processor	50.00
Boss Overdrive pedal	Boss Overdrive	10.00
Boss TU-2 Tuner	Boss TU-2 Tuner	10.00
Butt Kicker Platform	Butt Kicker Bass Platform	50.00
Butt Kicker Throne	Butt Kicker - Drum Throne	50.00
Cable Box	Cable Box	0.00
Cables	1/4" Cables	
Cancellation Charge	Late Cancellation Charge	200.00
Carpet	Drum Carpet - 8x8x8	10.00
Cartage	Cartage	100.00
Cello	Carved Cello w/Realist pick up	150.00
Cha Cha Bell	Percussion Cha Cha Bell w/ mount	10.00
Christopher Upright Bass	Carved Upright Bass w/pickup	175.00
Computer - Stand	Uber Stand	15.00
Crate V5212 Combo	Crate V5212 Combo Amp	65.00
Crush Drums	8", 10", 12",16" fl on legs	3,050.00
Cry Baby Wah	Cry Baby Wah Wah Pedal	15.00
Cymbal	Missing Ride Cymbal 20"	150.00
Cymbal Stand	Cymbal boom stand	5.00
Czech-Ease Road Bass	Czech-Ease 3/4 Upright Bass	150.00
Dave Smith	Dave Smith - Prophet 12 keyboard	125.00
Dbx 160 compressor	DBX 160 compressor	20.00
dDrum Dios Kit	dDrum Dios Kit	275.00
ddrum Dominion Ash drum kit	ddrum Dominion Ash Drum Kit	250.00
dDrum Snare Trigger	dDrum Snare Trigger	20.00
dDrum Trigger	dDrum Trigger	20.00
Deerfield Boston Banjo	Deerfield 5 String Banjo w/strap	100.00
Deering Boston banjo	Deering Boston 5-string banjo	100.00
Delivery	Delivery	100.00
Delivery & Pick-up	Delivery and Pick-up	0.00
Delivery and Pick-up	Delivery and Pick-up	
DI Box	Direct Box	2.50
Digidesign Digi002 Fader	Digidesign Digi002 Fader	200.00
Digidesign Digi002 Rack	Digidesign Digi002 Rack	150.00
Digital Optical cable	Digital Optical Cable	100.00
Direcor's Chairs	Director's Chair	25.00
Direct Box	Direct Box	10.00
DJ Cartridge	Stanton DJ Needles	25.00

DJ Table	DJ Folding Table	20.00
Doumbek	Doumbek w/stand	25.00
DPA 4099 Microphone		40.00
Drum Heads - NEW	New drum heads on Drum Kit	150.00
Drum Kat w/stand	Drum Kat w/stand - Drum Module	50.00
Drum Pedal	Drum Pedal	15.00
Drum Prep Fee	Drum Prep Fee	125.00
Drum Riser	Drum Riser 8 X 8 X 2	150.00
Drum Sub	Drum Sub -	30.00
Drum Throne	Drum Throne	10.00
DSUB 8 channel XLR	DSUB 8 channel XLR Snakes	250.00
DTR tuner	DTR Tuner	15.00
DW 12 Snare	DW 12" Snare	30.00
DW 20" Kick Drum w/pedal	DW 20" Kick Drum w/Pedal	40.00
DW 22K	DW 22" Bass drum kik	45.00
DW 24K	DW 24" kik drum	45.00
DW 5000 Pedal	DW5000 Pedal	20.00
DW 8 Rack	DW 8" rack tom	25.00
DW Blue Ornx	DW Blue Ornx Drum Kit	250.00
DW Drums - Black Satin	DW Drums - Black Satin - 5 Piece Drum kit	325.00
DW Drums - Marine Pearl	DW Drums - Marine Pearl - 5 Piece Drum Kit	325.00
DW Drums - Natural	DW Drums - Natural - 5 Piece Drum Kit	325.00
DW Drums - Silver Sparkle	DW - Silver Sparkle - 5 piece Drumkit	325.00
DW Drums Kit	DW Drum Kit with full hardware	275.00
DW Edge Snare	DW 13.7 Edge Snare Drum	30.00
DW Remote Hats	DW Remote Hats	40.00
Earthworks PM40 Stereo Piano Mic	Earthworks PM40 Stereo Piano Mic	100.00
EAW	EAW Sub	60.00
EBS 410	EBS 4x10 Speaker Cabinet	50.00
EBS HD660 amp	EBS HD660 bass amp	75.00
Eden 115XLT	Eden 1X15 speaker	40.00
Eden 1250WT	Eden 1250WT Head	75.00
Eden 410XLT	Eden 4X10 speaker	50.00
Eden 800WT	Eden 800 WT Head	65.00
Eden 800WT w/2 Eden 410XLT	Eden 800WT w/ (2) 4 X 10 Cabinet	150.00
Eden Navigator	Eden Navigator Bass Pre-Amp	50.00
Ederol PC300		30.00
Egyptian Tabla	Egyptian/Turkish darbuka with long stand	60.00
EL GTR	X DIESEL AMP 2 X MESA BOOGIE SPEAKER	250.00
Electric Fan	Electric Fan for drums	20.00
Electro Vox EVRE20 microphone	Electro Vox - EVRE20 mic.	30.00
Electrovoice RE20 mic	Electrovoice RE20 Microphone	25.00
Ensoniq ASR 10	Ensoniq ASR 10	125.00
Eppifani Cabinet	Eppifani Bass Cabinet	150.00
Equipment for Repairs		
Ernie Ball Volume Pedal	Ernie Ball Volume Pedal	10.00
FanOut XLR		0.00
Fender 4 X 12 Cabinet	Fender 4 x 12 cabinet	60.00

Fender 65 RI Deluxe Reverb	Fender 65 RI Deluxe Reverb	60.00
Fender 65 RI Twin Reverb Amp	Fender 65 RI Twin Reverb Amp	60.00
Fender Accoustosonic	Fender Acoustosonic Amp	60.00
Fender Bassman 59 Reissue	Fender Bassman 59 Reissue guitar amp	65.00
Fender Blues Deluxe	Fender Blues Deluxe	60.00
Fender Blues Deville	Fender Blues Deville	75.00
Fender Blues Jr	Fender Blues Jr amp	50.00
Fender Cyber Twin	Fender Cyber Twin Amp	65.00
Fender Deluxe Reverb	Fender Deluxe Reverb	60.00
Fender Dual Showman Reverb	Fender Dual Showman amp	100.00
Fender Hod Rod Deville 212	Fender Hot Rod Deville 2x12	60.00
Fender Hot Rod Deluxe	Fender Hot Rod Deluxe	60.00
Fender Hot Rod Deville 410	Fender Hot Rod Deville 4 X 10 Speakers	65.00
Fender Hot Rod Pedal	Fender Hot Rod Pedal	10.00
Fender HSS Stratocaster	Fender HSS Stratocaster Guitar	75.00
Fender Jazz 5 String Bass	Fender 5 String Bass Guitar	100.00
Fender Jazz Bass	Fender Jazz Bass	100.00
Fender Jazzmaster Guitar	Fender Jazzmaster Guitar	125.00
Fender Precision Bass	Fender Precision Bass Guitar	75.00
Fender Princeton Guitar amp	Fender Princeton Guitar Amp	
Fender Rhodes Piano	Fender Rhodes Piano Bass	75.00
Fender Rhodes Stage 73	Fender Rhodes Stage 73	150.00
Fender Rhodes Stage 88	Fender Rhodes Stage 88	200.00
Fender Rhodes Suitcase 73 Mark I	Rhodes Suitcase 73 Mark I	200.00
Fender Rhodes Suitcase 73 Mark II	Rhodes Suitcase 73 Mark II	200.00
Fender Rhodes Suitcase 88	Rhodes Suitcase 88 Mark I	250.00
Fender Rhodes Suitcase 88 Mark II	Rhodes Suitcase 88 Mark II	250.00
Fender Showman Cabinet	Fender Showman 2X15 Cabinet	75.00
Fender Stratocaster Guitar	Fender Stratocaster Guitar	100.00
Fender Stratocaster Guitar lefty	Fender Stratocaster Guitar - Lefty	100.00
Fender Super Bassman	Fender Super Bassman 300wt Bass Amp	75.00
Fender Super Reverb	Fender Super Reverb amp	60.00
Fender Telecaster Guitar	Fender Telecaster Guitar	100.00
Fender The Twin	Fender The Twin - Guitar Amp	60.00
Fender Twin 1968 classic	Fender Twin 1968 Silverface Amp - JBL D120 speakers	100.00
Fender Twin Amp	Fender Twin Amp	65.00
Fender Twin Reverb Silverface	Fender Silverface Twin Reverb	60.00
Fender Vibro King	Fender Vibro King Amp	75.00
Fender Vibrolux		6,500.00
Fishman Loudbox	Fishman Loudbox	50.00
Flight Case	Empty Flight Case	20.00
Floor Fan	Floor Fan	10.00
Floor Tom 18' w/legs	Floor Tom 18' w/legs	15.00
Focusrite Saffire Pro40	Focusrite Saffire Pro40 Interface	75.00
FocusriteOcto Pre Dynamic	FocusriteOcto Pre Dynamic HV-3D 8 channel mic pre	350.00
Folding Gobo	Folding Bass Gobo	90.00

Folding Table	Folding Table 6'	15.00
Foot Switch Pedal	Foot Switch Pedal	5.00
Fostex SPA11	Fostex SPA11 speaker	40.00
Fulltone Fulldrive 2	Fulltone Fulldrive 2 Gain Pedal	30.00
Furman Power Distributor	Furman Power Distributor	175.00
Gallian Kruegar 2001RB	Gallian Kruegar 2001RB Bass Amp	75.00
Gallian Kruegar MB150	GK MB150 Combo amp	50.00
Gallian Krueger Fusion 550	Gallian Krueger Fusion 550	75.00
Gallian Krueger Neo 4 X 12	Gallian Krueger Neo 4 X 12 Cabinet	75.00
Gallian Kruger 1 X 15RBH	Gallian Kruger 1 X 15 Bass Cabinet	50.00
Gallian Kruger 1001B	Gallian Kruger 1001B Head	65.00
Gallian Kruger 4 X 10RBH	Gallian Kruger 4 X 10 Cab	50.00
Gallian Kruger 400RB	Gallian Kruger 400RB	60.00
Gallian Kruger 800RB	GK800RB	65.00
Gallian Kruger 800RB W/ 2 Cabs	Gallian Kruger 800RB W/ 2 Cabinets	125.00
Gallian Kruger 900RB	Gallien Kruger 900RB Head	60.00
Gibralter Drum Rack	Gibralter Drum Rack w/mounts	75.00
Gibson Guitar ES335	Gibson Guitar	125.00
Gibson Hummingbird Acoustic Guitar	Gibson Hummingbird Acoustic Guitar	100.00
Gibson J45	Gibson J45 Guitar	100.00
Gibson Les Paul	Gibson Les Paul w/ 11 Strings	75.00
Gibson SG	Gibson Guitar	100.00
Gibson Tenor Banjo	Gibson Tenor Banjo	50.00
Gilbraltar Accessory tables	Giltraltar Accessory tables with mount	20.00
gilbraltar Snare Stand	Gilbraltar Snare Stand	5.00
Gilbralter cymbal stand	Gilbralter Cymbal stand	
GK Fusion 550	GK Fusion 550 Bass Amp	60.00
Glockenspiel	Glockenspiel	75.00
GrandSlam Piano Shell	Grand Slam Piano Shell - 6' 6" piano shell	350.00
Gretch USA Custom Drums	Gretch Drum Kit w/ful Hardware and cymbals	250.00
Gretsch USA Custom Drums	Gretsch USA Custom Drums	300.00
Guitar Pedals	Guitar Pedals	75.00
Guitar stands	Guitar stand	5.00
Hammond B-3	Hammond B-3 Organ with Leslie 122, Bench and Pedal	350.00
Hammond B-3 Bench	Hammond B-3 Bench	20.00
Hammond B-3 Pedals	Hammond B-3 Pedals	20.00
Hammond Leslie 122	Hammond B3 Leslie 122 Speaker cabinet	150.00
Hammond XB2	Hammond XB2	125.00
Hammond XK3C	Hammond XK3C Organ	125.00
Handsonic	Handsonic - Drum pad	60.00
Handsonic HDD15	Roland Handsonic Drum pads	50.00
Hartke 1x15	Hartke 1x15 Bass Cabinet	50.00
Hartke 3500	Hartke 3500 Bass Head	60.00
Hartke 4x10	Hartke 4x10 Cabinet	50.00
Hartke LH1000	Hartke LH1000 Bass Amp	65.00
Headphone w/adaptor	Headphone with adapton	25.00
Heil Sound Talkbox	Heil Sound Talkbox	30.00

Hercules Guitar stand	Hercules Guitar stand	2.50
Hi Hats	Hi Hats 14.5"	30.00
Horner Clavinet	Horner Clavinet	150.00
Horner Clavinet D6	Horner Clavinet D6	150.00
Hughes & Kettner 215	Hughes & Kettner 2 X 15 Cab	75.00
Hughes & Kettner 410	Hughes & Kettner 4 X 10 Cabinet	75.00
Hughes & Kettner 600HD	Hughes & Kettner 600 Head	100.00
Ibanez Tube Screamer	Ibanez Tube Screamer Pedal	15.00
Iomega Zip Drive	Iomega Zip Drive - Disk Drive 250mg	35.00
Iron Cobra HH Stand	Iron Cobra HH pedal	15.00
JBL EON	1 x 15 JBL EON Speaker	50.00
Jo Co Black Box	Jo Co Black Box - 24 Track Recorder	135.00
K&M Spider Pro Double std	K&M Spider Pro Double stds	10.00
Keyboard Bench	Keyboard Bench	5.00
Kik Pedal	Kik Pedal 20"	35.00
Korg 01W	Korg O1W Keyboard	75.00
Korg 01W Pro		150.00
Korg CX3	Korg CX3 - Keyboard	125.00
Korg DTR1000	Korg tuner	25.00
Korg Juno 2	Korg Juno 2	75.00
Korg Karma	Korg Karma	150.00
Korg Kronos 61 keys	Korg Kronos Keyboard 61 keys	150.00
Korg Kronos 73	Korg Kronos 73 keyboard	175.00
Korg Kronos 88X	Korg Kronos 88X Keyboard	175.00
Korg KX88	Korg KX88 keyboard Module	125.00
Korg M1	Korg M1 - Keyboard	100.00
Korg M3 61 key	Korg M3 - 61 key	125.00
Korg M3 73	Korg M3 73 key keyboard	150.00
Korg M3 88 key	Korg M3 88 key weghted keyboard	200.00
Korg M3 w/radius	Korg M3 w/radius 73 Keys	185.00
Korg MicroKorg Piano	Korg MicroKorg Piano	125.00
Korg MS2000	Korg MS2000 keyboard	125.00
Korg N264	Korg N264 keyboard	75.00
Korg N5EX	Korg N5EX Keybord	75.00
Korg O1W FD	Korg O1WFD	100.00
Korg O1W Pro X	Korg O1W Pro X	150.00
Korg Oasys 76	Korg Oasys 76 keys	200.00
Korg Prophesy	Korg Prophesy	120.00
Korg R3	Korg R3 keyboard	75.00
Korg Rack Tuner	Korg Rack Tuner	20.00
Korg Radius Keyboard	Korg Radius Keyboard	75.00
Korg SG Pro X	Korg SG Pro X Weighted Keyboard - 88	150.00
Korg SG1D	Korg SG1D	100.00
Korg SV1	Korg SV1 88 keys	150.00
Korg T2	Korg T2	100.00
Korg TR Rack	Korg TR Rack Module	50.00
Korg Trinity	Korg Trinity keyboard	100.00
Korg Trinity Pro	Korg Trinity Pro	150.00

Korg Trinty	Korg Trinty - Keyboard	125.00
Korg Trinty Pro	Korg Trinty Pro - Keyboard	175.00
Korg Triton	Korg Triton 61 keys	125.00
Korg Triton Extreme	Korg Triton Extreme - Keyboard	175.00
Korg Triton Extreme 76	Korg Triton Extreme Pro 76 keys	175.00
Korg Triton LE	Korg Triton LE - Keyboard	125.00
Korg Triton Pro	Korg Triton Pro - Keyboard	150.00
Korg Triton Pro X	Korg Triton Pro X weighted	175.00
Korg Triton Studio	Korg Triton Studio - 61 keys	150.00
Korg Triton TR rack	Korg Triton TR rack	50.00
Korg X3	Korg X3	125.00
Kurzweil K2500XS	Kurzweil K2500XS	175.00
Kurzweil K2600	Kurzweil K2600XS	175.00
Kurzweil Micro Piano	Kurzweil Micro Piano	50.00
Kurzweil PC-2X	Kurzweil PC-2X	125.00
Kurzweil PC-88	Kurzweil PC-88	125.00
Laptop Stand	Laptop Stand	10.00
Latin Percussion Table	LP Table	20.00
Les Paul Guitar	Les Paul Guitar	75.00
Leslie 122	Leslie 122 Speaker	125.00
Leslie 145 Speaker	Leslie 145 speaker amp	100.00
Leslie 147 Speaker cabinet	Leslie 147 Speaker Cabinet	75.00
Leslie Relay	Splitter Leslie Relay	25.00
Line 6 DL4	Line 6 DL4 - Delay Pedal/power supply	100.00
Line 6 Flextone 2	Line 6 Flextone 2 w/2 x 12 speaker	65.00
Line 6 Flextone II	Line 6 Flextone 2X12 Combo	65.00
Line 6 MM 4	Line 6 MM 4 tuner	15.00
Line 6 Pod	Line 6 Pod	60.00
Line 6 Pod XT Live	Line 6 Pod XT Live pedalboard	75.00
Line 6 Spider IV HD150	Line 6 Spider IV HD150 amp	75.00
Load In and Load Out	Load In and Load Out	150.00
LP Bata Drum	LP Bata drum stand	10.00
LP Bell Tree	Bell Tree on Stand	10.00
LP Bongos	Pair of LP Bongos w/stand	30.00
LP Bongos w/stand	LP Bongos w/stand	30.00
LP Cajon	LP Cajon	30.00
LP Chimes w/clamp	LP Wind Chimes w/clamp	15.00
LP Conga	LP Conga	40.00
LP Conga (Set)	LP Conga, Tumba and Quinto with Stands	105.00
LP Conga Cradles	LP Cradles	10.00
LP Congos (pair)	LP Congos	70.00
LP Cowbell mounted on cymball tree	LP Cowbell mounted on cymbal tree	20.00
LP Cradles	LP Cradles	20.00
LP Cyclops Tamborine	LP Cyclops Tamborine	5.00
LP Djenbe	LP Djembe 14"	25.00
LP Everything Bar	LP Everything Bar	10.00
LP Gajete Brackets	LP Gajete Brackets	45.00
LP Gong on Stand	LP Gong On Stand	40.00

LP Orchestral Bells	Orchestral Bells w/stand	60.00
LP Percussion Table	LP Percussion Table	15.00
LP Quinto	LP Quinto	35.00
LP Rain Stick	LP Rain Stick	15.00
LP Shaker	LP Shaker	5.00
LP Shekere	LP Shekere	5.00
LP Tambora		30.00
LP Tambourine with brass	LP Tambourine with brass	10.00
LP Temple Block	LP Temple blocks	5.00
LP Timbales	2 - LP Timbales w/stands	40.00
LP Toys	LP Toys	30.00
LP Tumba	LP Tumba	30.00
LP Tumbadora	LP Tumbadora 12"	25.00
LP Wind Chime	LP Wind Chime	10.00
LP Windchimes	LP Windchimes	15.00
Ludwig Black Beauty	Ludwig Black Beauty Snare Drum 14"	20.00
Ludwig Classic Maple Drum Kit	Ludwig Classic Maple Drum Kit w/full hardware	250.00
Ludwig Timpani		125.00
Lyon & Healey Concert harp Model 23	Lyon & Healey Concert harp Model 23	450.00
M Audio Controller	M Audio 61 keys - Controller	65.00
Mac Pro Tower w/HD card	Mac Pro Tower w/compatible HD Card	100.00
Macbook Pro	Macbook Pro or iMac w/ Pro Tools	250.00
Mackbook Pro	Macbook Pro	250.00
Mackie 1202	Mackie 1202 - 12 Channel Mixer	30.00
Mackie 1202VLZ	Mackie 1202VLZ 12-channel mixer	40.00
Mackie 1604	Mackie 1604 Mixer	45.00
Mackie 1604VLZ	Mackie 1604VLZ mixer	40.00
Mackie 1642 VLZ	Mackie 1642 VLZ Mixer	50.00
Mackie 402VLZ3	Mackie 402VLZ3 mixer	20.00
Mackie 802 VLZ	Mackie 802 VLZ Mixer	25.00
Mackie SRM450	Self Powered 15" speaker	50.00
Mapex 6-piece Drums	Mapex 6-piece Drum Kit w/Hardware & Cymbals	300.00
Mapex Saturn Drums - 6 piece kit	Mapex Saturn 6 piece Drum Kit	275.00
Mark Tree	Mark Tree w/muffling strip	5.00
Marley Dancefloor	Marley Dancefloor	200.00
Marshall 2 x 12 Cabinet	Marshall 2 x 12	50.00
Marshall 4 x 12 Cabinet	Marshall 4 x 12 Cabinet	50.00
Marshall Blues Breaker	Marshall Blues Breaker	7,500.00
Marshall JCM 2000	Marshall JCM 2000 - Guitar Amp	75.00
Marshall JCM 2000DSL	Marshall JCM2000 DSL100 amplifier	75.00
Marshall JCM 2000TSL	Marshall JCM 2000 TSL	50.00
Marshall JCM 800	Marshall JCM 800 guitar amp	60.00
Marshall JCM 900	Marshall JCM 900 guitar amp	60.00
Marshall JCM800 2x12 combo	Marshall JCM800 2x12 Combo Amp	75.00
Marshall TSL 700	Marshall TSL 700 w/foot switch	75.00
Mastertone Accordian	Mastertone Accordian	50.00
Matchless DC-30	Matchless DC-30	75.00
MDS Jazz Kit	Modern Drum Shop -	175.00

	Jazz Kit	
Meinl Bongos	Meinl Bongos with stand	50.00
Meinl Cajon	Meinl Cajon	30.00
Meinl Cajon Pedal	Meinl Cajon Pedal	15.00
Memory Card	Memory Cards for keys	15.00
Mesa 1x12	Mesa 1x12 guitar speaker	50.00
Mesa 4x10 speaker	Mesa 4x10 Bass Speaker50	
Mesa Big Block 750	Mesa Bib Block 750 amp	100.00
Mesa Boogie 2 x 12	Mesa Boogie 2 x 12 speaker	60.00
Mesa Boogie 4x12 Speaker Cabinet	Mesa Boogie 4 X 12 Speaker Cabinet Slant Face	50.00
Mesa Dual Rectifier	Mesa Dual Rectifier amp	75.00
Mesa F100	Mesa F100 guitar amp	75.00
Mesa Heartbreaker Head	Mesa Heartbreaker Head	65.00
Mesa Lonestar	Mesa Boogie Lonestar amp	60.00
Mesa M600 Bass Amp	Mesa M600 Bass Amp	75.00
Mesa Mark III	Mesa Mk III	75.00
Mesa Mark IV	Mesa Boogie Mark IV Guitar amp	75.00
Mesa Powerhouse 410	Mesa Powerhouse 4x10 speaker	50.00
Mesa Rectifier 4x12 speaker	Mesa Rectifier 4x12 speaker	50.00
Mesa Stiletto Deuce	Mesa Stiletto Deuce guitar amp	75.00
Mesa Tremoverb	Mesa Tremoverb Head	75.00
Mesa Triple Rectifier	Mesa Triple Rectifier amp	75.00
Meyer UM-IP Monitor	Meyer UM-1P Monitor Speaker amp	100.00
Michael Kelly Mandolin	Michael Kelly Mandolin w/pick up	100.00
Microphone Mic	Microphone Mics	5.00
Microphone Mic Stand	Microphone Mic Stands	5.00
Midas Verona	Midas Verona 48 channel console	250.00
MINIMOOG	MiniMoog - Analogue keyboard	100.00
Miscellaneous		
Monitor Wips	Monito whips	0.00
Monthly Storage	Monthly Storage of Musical Instrument	150.00
Moog Little Fatty	Moog Little Fatty keyboard module	100.00
Moog Sub Phatty	Moog Sub Phatty	75.00
Moog Voyager	Moog Voyager - Analogue Keyboard	225.00
Morley A/B Box	Morley A/B Box	10.00
MS2000	MS2000 keyboard	75.00
Music Man Sting Ray	Music Man String Ray guitar	75.00
Music Man String Ray - 4 String	Music Man String Ray 4 - String	100.00
Music Stand	Music Stand	5.00
Music Stand Light	Music Stand Light	5.00
Music Stand w/ Light	Music Stand w/ Light	10.00
Musser Concert Grand Marimba	Musser Concert Grand Marimba	250.00
Musser M646	Musser Ochestra Bells w/stand	75.00
Musser Pro Vibe	Musser Pro Vibe	175.00
Musser Tubular Chimes	Musser Tubular Chimes	100.00
Neumann KM 184	Neumann KM 184	25.00
Neumann KMS 105	Neumann KMS 105 Vocal Microphone	50.00

Nord C2 Organ	Nord C2 Organ	175.00
Nord CD2	Nord CD2 double manual organ	175.00
Nord Elcetro 4	Nord Electro 4 - 73 keys	175.00
Nord Electro 2	Nord Electro 2	150.00
Nord Electro 3 73 Keyboard	Nord Electro 3 73 Keyboard	150.00
Nord Electro 3HD	Nord Electro 3HD keyboard	150.00
Nord Lead 2	Nord Lead 2 Keyboard	125.00
Nord Stage 2 73	Nord Stage 2 73 key semi weighted keyboard	150.00
Nord Stage 2 88	Nord Stage 2 88 keyboard	175.00
Nord Stage 76	Nord Stage 76 keyboard	175.00
Nord Stage 88	Nord Stage 88	195.00
Nord Stage 88EX	Nord Stage 88EX Keyboard	175.00
Nord Wave	Nord Wave	175.00
Orange 2X12 speaker	Orange 2X12 Close back speaker	40.00
Orange 410 Bass Speaker	Orange 410 Bass Speaker	50.00
Orange 4X12 speaker	Orange 4X12 Speaker Cabinet	50.00
Orange 8X10 bass speaker	Orange 810 Bass Speaker	75.00
Orange AD200 Bass amp	Orange AD200 Bass amplifier	75.00
Orange AD30 amplifier	Orange AD30 guitar amplifier	75.00
Orange Rockerverb	Orange Rockerverb Amp	75.00
Orange Rockerverb II 100 MkII	Orange Rockerverb II 100wt amp	75.00
Orange Thunderverb 200 guitar amp	Orange Thunderverb 200 Guitar Amplifier	75.00
Orchestra chair	Orchestra Chair	10.00
PA System	Sound system	500.00
Paiste 3000 cymbal	Paiste 3000 cymbals	5.00
Pearl Bongos w/stand	Pearl Bongos w/stand	30.00
Pearl BRX Drums - Bronz Glass	Pearl Msters Custom Drums-Bronze Glass	225.00
Pearl Congas	Pearl Congas w/stand	70.00
Pearl Drums - Additional Toms	Additional Toms	15.00
Pearl Drums - Master Custom Black Mist	Pearl Drums - Master Custom Black Mist - 5 Piece Drum kit	275.00
Pearl Drums - Master Custom Bronze Glass	Pearl Master Custom Drums - Bronze Glass w/full hardware & cymbals	225.00
Pearl Drums - Master Custom Liquid Amber	Pearl Drums - Master Custom Liquid Amber - 5 Piece Drum kit	225.00
Pearl Picolo Snare	Pearl Picolo Snare	20.00
Peavey 5150 head	Peavey 5150 head	50.00
Peavey KB 100	Peavey KB100	50.00
Peavey KB 300	Peavey KB 300	50.00
Percussion Table	Percussion Table	15.00
Percussion Toys	Percussion Toys	50.00
Piano Bench	Piano Bench - full size	10.00
Piano Tuning	Piano Tuning	300.00
Piccolo Snare with stand	Piccolo Snare with stand	15.00
Pick Up	Pick Up	0.00
Pioneer CDJ 1000	Pioneer CDJ 1000	75.00
Pioneer CDJ 2000	Pioneer CDJ 2000	125.00
Pioneer DJM 500	Pioneer DJM 500 - DJ mixer	60.00
Pioneer DJM800	Pioneer DJM800 Mixer	75.00
Pioneer DJM900	Pioneer DJM900 mixer	125.00

Pionner DJM 600	Pionner DJM 600 - DJ Mixer	65.00
Pionner DJM 800	Pioneer DJM 800 Mixer	85.00
Plexi Glass	Plexiglass amp shield	40.00
Plexi Glass Baffle	Plexi Glass Drum Baffle	100.00
Polytone Mini Brute	Polytone Mini Brute	75.00
Power Strips	Power Strips - Electrical power strips	0.00
Pro Tool Interface	ProTool Interface - Digi 002	100.00
Pro Tool Rig	Pro Tool Rig HD	750.00
Pro Tools HD Omni Interface	Pro Tools HD Omni Interface	250.00
Prophet 5	Prophet 5 - Keyboard	150.00
PSM 700	PSM 700 - In-Ear Monitor	75.00
QSC HPR112	QSC HPR112 powered Speaker	60.00
QSC HPR118i	QSC HPR 118i Powered Sub	75.00
QSC HPR 122i	QSC HPR 122i Powered Sub	100.00
Quick Lok	Quick Lok 2 - tier keyboard stand	10.00
Quick Lok Stand	Quick Lok - Single tier Keyboard Stand	10.00
Quick Lok Z Stand	Quick Lok - Keyboard stand	10.00
Quiklok 1-tier keboard stand	Quiklok 1-tier keyboard stand	10.00
Quiklok 2-tier key stand	Quiklok 2-tier keybcard stand	10.00
Quiklok Amp Stand	Quiklok Amp Stand	10.00
Quiklok Laptop Stand	Quiklok Laptop Stand	15.00
Quiklok T stand	Quiklok 4-legged T stand	10.00
Rack Road case	Rack Road Case (4)	50.00
Radial D2 Stereo DI	Radial D2 Stereo DI Box	20.00
Ramp	Ramp	10.00
Rane 62	Rane 62 Serato Mixer	125.00
Rane Serato SL2	Rane Serato SL2 interface	40.00
Rane Serato SL3	Rane Serato SL3 interface	50.00
Rane TTM56	Rane TTM58 DJ Mixer	75.00
Rane TTM57SL	Rane TTM57 Serato mixer	85.00
Remo Djembe w/stand	Remo Djembe w/stand	30.00
Remo Roto toms	Remo Roto Toms	45.00
Rickenbaucker - 12 String Guitar	Rickenbaucker - 12 String Guitar	100.00
Riser (single wheels)	Riser (single wheels) Riser (double wheels)	50.00
Road Case	4 Rack road case	50.00
Roc-N-Soc	Roc-N-Soc Drum Throne	10.00
Roland GAIA	Roland GAIA Keyboard	75.00
Roland RD700GX	Roland RD700GX keyboard	150.00
Roland V Drums	Roland V drum kit	275.00
Roland VP 550	Roland VP 550 - vocal and ensemble keyboard	200.00
Roland 2080	Roland 2080 module	75.00
Roland 700	Roland RD700	125.00
Roland 700 NX	Roland RD 700NX	125.00
Roland 700 SK	Roland 700 SX	125.00
Roland 700 SX	Roland RD700 SX	150.00
Roland A90	Roland A 90	150.00
Roland ACO Drum	Roland ACO Drum Triggers Bass, snare and toms (3)	75.00
Roland AX Synth	Roland AX Synth Keyboard	125.00

Roland AX-1	Roland AX-1	75.00
Roland BT1 Trigger	Roland BT1 Trigger	10.00
Roland D-50	Roland D-50	75.00
Roland D70	Roland D70	75.00
Roland EV5	Roland EV5 Expression Pedal	10.00
Roland Fantom G6	Roland Fanton G6	200.00
Roland Fantom G7	Roland Fantom G7 keyboard	185.00
Roland Fantom G8	Roland Fantom G8 Keyboard	200.00
Roland Fantom S	Roland Fantom S	125.00
Roland Fantom X	Roland Fantom X6 keyboard	175.00
Roland Fantom X rack	Roland Fantom X rack	100.00
Roland Fantom X6	Roland Fantom X6	125.00
Roland Fantom X7	Roland Fantom X7 - 76 keys	165.00
Roland Fantom X8	Roland Fantom X8 - 88 keys	185.00
Roland GAIA SH-01	Roland GAIA SH-01 keyboard	75.00
Roland GT100 Effects processor	Roland GT100 effects processor	50.00
Roland HPD 15	Roland HPD 15 Hansonic Drum pad	70.00
Roland JC 120	Roland JC 120 - Guitar Amp	60.00
Roland JD800	Roland JD800 - Keyboard	100.00
Roland JP8000	Roland JP8000	100.00
Roland Juno 106	Roland Juno 106 w/power, sus	100.00
Roland Juno 2	Roland Juno 2 keyboard	100.00
Roland Juno 60	Roland Juno 60	150.00
Roland Juno Di	Roland Juno Di	100.00
Roland Juno G	Roland Juno G	100.00
Roland Juno Stage keyboard	Roland Juno Stage	150.00
Roland Jupiter 50	Roland Jupiter 50 w/sustain pedal	
Roland Jupiter 80	Roland Jupiter 80 Keyboard	150.00
Roland JV 1080	Roland JV 1080	100.00
Roland JV 2080	Roland JV 2080	100.00
Roland JV Hip Hop	Roland JV Hip Hop Card	15.00
Roland JV Vintage Cards	Roland JV Vintage Cards	15.00
Roland JV World Card	Roland JV World Card	15.00
Roland KC-300	Roland KC-300 keyboard amp	50.00
Roland KC-500	Roland KC-500 Keyboard Amp	50.00
Roland KD 20 V-Drum	Roland KD 20 V-Drum Pad	40.00
Roland Kd 7	Roland KF-7 Clamp	15.00
Roland KD8	Roland KD8 Clamp	20.00
Roland Lucina	Roland Lucina Keyboard	75.00
Roland MKS 20	Keyboard Module	75.00
Roland PC300	Roland PC300 - USB controller	100.00
Roland PD 9	Roland PD Pad	10.00
Roland PD105	Roland PD105 drum pad	15.00
Roland PD7	Roland PD7	20.00
Roland PD8	Roland PD 8 w/pads	35.00
Roland RD 700	Roland RD700 w/stand	150.00
Roland RD600	Roland RD600 keyboard	150.00
Roland RD700NX	Roland RD700NX Keyboard	150.00
Roland RD700SX	Roland RD700SX Keyboard	150.00
Roland RD800	Roland RD800 keyboard w/sustain	150.00

Roland Roto Toms	Roto Toms 8,10,12	50.00
Roland RS5	Roland RS5 keyboard	75.00
Roland SH201	Roland SH201 Keyboard	75.00
Roland SPD 20	Roland SPD 20 - drum pads	50.00
Roland SPD11 w/std	Roland SPD 11 w/stand	50.00
Roland SPDS	Roland SPDS drum pads w/ stands	65.00
Roland SPDS w/std	Roland SPDS w/std	50.00
Roland SPDSX	Roland SPDSX drum pad	60.00
Roland SRX 07	Roland SRX 07 Expansion Card	25.00
Roland SRX 12	Roland Expansion Card	25.00
Roland SRX 12 expansion	Roland SRX 12 Expansion	40.00
Roland TD20 Drum Module	Roland TD20 Drum Brain	75.00
Roland Techno Card	Roland Techno Card -Expansion card	15.00
Roland V Drum	Roland V Drum - TD20 w/Pads	275.00
Roland V Synth GT	Roland V Synth GT Keyboard	150.00
Roland V-Synth	Roland V-Synth Keyboard	125.00
Roland VK-7	Roland VK-7 - Keyboard	125.00
Roland VK-77	Roland VK-77 - Keyboard	150.00
Roland VK8	Roland VK8	200.00
Roland VP550	Roland VP550 Voice Processer	150.00
Roland VS 1680	Roland VS 1680 Module	100.00
Roland XP30	Roland XP30	60.00
Roland XP50	Roland XP50 - 61 keys	75.00
Roland XP60	Roland XP60	75.00
Roland XP80	Roland XP80	150.00
Roland XV 5080	Roland XV 5080 module	125.00
Roland XV3080	Roland XV3080	100.00
Rolling Riser 8X8	8X8 Rolling Riser	250.00
Sabian Cymbal 10 AAX sokasg	Sabian Cymbal 10" AAX splash	15.00
Sabian Cymbal 10 AAX splash	Sabian Cymbal 10AAX splash	10.00
Sabian Cymbal 10 AAX spsg	Sabian Cymbal 10"AAX splash	15.00
Sabian Cymbal 12	Sabian Cymbal 12 Crash	15.00
Sabian Cymbal 12 Splash	Sabian Cymbal 12" Splash	10.00
Sabian Cymbal 13 HHX Hats	Sabian Cymbal 13 HHX Hats	15.00
Sabian Cymbal 16 China	Sabian Cymbal 16 HHX Ozone	20.00
Sabian Cymbal 16 Crash	Sabian Cymbal 16" Crash	20.00
Sabian Cymbal 18	Sabian Cymbal 18" China	20.00
Sabian Cymbal 18 HHX Ozone	Sabian Cymbal 18 HHX Ozone	20.00
Sabian Cymbal 19	Sabian Cymbal 19" Crash	20.00
Sabian Cymbal 20	Sabian Cymbal 20"	25.00
Sales		
Sax Stand	Sax Stand	5.00
Senheiser 421 Mic	Senheiser 421 Microphone	20.00
Senheiser Horn Microphone	Sennheiser Horn Microphones	100.00
Senheiser Mic	Sennheiser E604	25.00
Sennheiser AC2 antenna combiner	Sennheiser AC2 antenna combiner	75.00
Sennheiser EW 335 G2 w/Belt Pk (500Mhz ranage)2		125.00
Sennheiser IEM300 G2	Sennheiser G2 In Ear system	100.00

	w/Beltpak	
Sennheiser IEM300 G3	Sennheiser IEM300 G3	100.00
Sennheiser AC3 antenna combiner	Sennheiser AC3 antenna combiner	75.00
Sennheiser E609	Sennheiser E609 Microphone	15.00
Sennheiser IEM300 G3	Sennheiser IEM300 G3 in ear monitor system w/beltpack	100.00
Serato Audio Interface	Serato Audio Interface w/LP Discs, usb cable 4 rca-rca prs	50.00
Set of Cymbals	Set of Cymbals	120.00
Shipping	Shipping charges	
Shure beta 52 microphone	Shure Beta 52 microphone	20.00
Shure beta 98	Shure Beta 98 drum microphone	20.00
Shure Beta91	Shure Beta91 microphone	20.00
Shure Beta91:Shure WH30	Shure WH 30 Microphone	50.00
Shure KSM9	Shure KSM9 Capsule for Shure Wireless System	75.00
Shure P6HW	Shure P6HW - Hard Wired In Ear Wireless Mic	50.00
Shure PSM 700	Shure PSM 700 In Ear Monitor w/belt paks	125.00
Shure SM 52	Shure Beta 52 microphone	10.00
Shure SM 57 Mic	Shure SM 57 microphone w/stand	10.00
Shure SM58 Mic	Shure SM58 microphone w/stand	10.00
Shure SM81	Shure SM81 microphone	20.00
Shure Super 55	Shure Super 55 Microphone	30.00
Shure U4D Wireless	Shure U4D Wireless Transmitter with Shure U2 Beta 57 mics	200.00
Shure U4S w/Shure U1 beltpack/Beta 98 H/C	Shure UHF wireless horn mic	100.00
Shure U4S w/Shure U2 SM58 mic	Shure UHF wireless handheld	100.00
Shure U4S w/U1 beltpack	Shure UHF wireless guitar unit	75.00
Shure U4S w/U1 beltpak/Beta 53	Shure U4S wireless headset mic	100.00
Shure UA 845 Antenna Distro	Shure UA845 Antenna Combiner	75.00
Shure UHF WI93 Lavelier omni condenser mic	Shure UHF WL93 Lavelier omni condenser mic for pouch: Spring Clip	25.00
Shure UHF-R UR2	Shure UHF - R Wireless Handheld	50.00
Shure UR wireless Lavelier system w/Shure UR1 pack	Shure UR Wireless Lavelier system	100.00
Shure UR Wireless Headset System	Shure UR Wireless Headset System	100.00
Shure UR4 Wireless	Shure UR4 with Shure KSM9 Wireless	100.00
Shure UR4D wireless system w/Shure UR1 pack	Shure UR wireless guitar system	125.00
Six Space guitar stand	Six space guiter stand	25.00
Slam Grand Piano Shell	Slam Grand Piano Shell	350.00
Slingerland Dum Kit	Slingerland Vintage Drum Kit - 22", 13", 16", 5"X14" Snare, Complete Hardware package & cymbals	275.00
Smoke Machine	Fog Machine	50.00
Snare Drum	Snare drum	40.00
Snare Stand	Snare Stand	10.00
Sonor Snare	Sonor 8x14 Snare	50.00
Sound Craft Series 200	Sound Craft series 200	50.00

Speaker stands	Speaker Stands	10.00
Splitter Snake	48 channel splitter snake	150.00
Stage Decks	Stage Decks 4X8	75.00
Stage Fan	Stage Fan	10.00
Stage Lighting	Stage Light	175.00
Staging Dimensions	Staging Dimensions 4 x 8 Deck with 16 - 2' high legs 16 - 1' high legs	75.00
Stands	4 Quik Lok Stds, 6 guitar stds, 2 Rok & Roc seats	50.00
Steinway Concert Piano	Steinway 9' Concert Piano	1,050.00
Storage	Monthly Storage of musical instrumemt	150.00
Studio Electronics SE1	Studio Electronics SE1 keyboard module	100.00
Surdo w/ Silver strap	Surdo - with Silver Strap 20"	25.00
Sustain Pedal	Sustain Pedal	5.00
SWR 1X15	SWR 1X15 Cabinet	60.00
SWR 1X18	SWR 1X18 Cabinet	50.00
SWR 4X10	SWR 4X10 - Bass Cabinet	50.00
SWR 4X10 Goliath Cab	SWR 4 X 10 Goliath Cabinet	50.00
SWR 750X	SWR 750 amp	75.00
SWR 900 Head	SWR 900 Head	60.00
SWR California Blonde	SWR California Blonde Acoustic Guitar	60.00
SWR Redhead	SWR 2X12 Combo amp	75.00
SWR SM900	SWR 900 Bass Amp	60.00
SWR Working Man15	SWR Working Man 1x15 Bass Combo	50.00
SWR750HD	SWR 750 Head	75.00
T C Electronics M3000	T C Electronics M3000 effects processor	100.00
TA 100	TA 100 Acoustic amp	65.00
Tacoma Thunderchief Bass Guitar	Tacoma Thunderchief Bass Guitar	100.00
Takamine Acoustic Guitar	Takamine Acoustic Guitar	75.00
Takamine Nylon String Guitar	Takemine Nylon String Guitar	75.00
Tama 12 x 4 Snare Drum	Tama 12 x 4" Snare Drum	20.00
Tama 13 x 5 Snare Drum	Tama 13 x 5" Snare Drum	20.00
Tama 8 x 12 Snare Drum		15.00
Tama Star Classic Drums	Tama Star Classic Drum kit, 10,12,14,16,22,snare 15x 5.5, 13x 5.5	225.00
Tama Starline Drums	Tama Starline Drum Kit	250.00
Tambourine	LP Tamoburine	5.00
Tascam DA88	Tascam DA88	125.00
Taylor 410 CE	Taylor 6-string Acoustic Guitar	100.00
Taylor 814CE	Taylor 6-string Acoustic guitar	125.00
TB Firewire Hard Drive 7200rpm	TB Firewire Hard Drive 7200rpm	350.00
TB Firewire Hark Drive 7200rpm	rd Drive 7200 rpm	350.00
TC Eelectronics 4x10 speaker	TC Electronics 4X10 Speaker Cabinet	50.00
TC Eelectronics G System	Tc Electronics G System Guitar Effects	100.00
TC Eelectronics RS212 Bass Speaker	TC Electronics RS212 Bass speaker	50.00
TC Elecrtonics Polytune Pedal	TC Electronics Polytune tuner pedal	15.00
tc electronics Blacksmith 1600	Tc Electonics Blacksmith 1600 Amp	75.00
TC Electronics RH750	TC Electronics RH750 Bass Amp	75.00
Tech	Tech	350.00

Technic 1200 TT	Technic 1200 Turntables	50.00
Technical Crew	Technical Crew	150.00
Three-Steps Stair Unit	Three-Step Stair Unit	100.00
Throne	Throne - Seat	10.00
Thumper Throne	Thumper Drum Throne	50.00
Toca Bongos	Toca Bongos	30.00
Toca Conga	Toca Conga w/stands	50.00
Toca Cowbell	Toca Cowbell	10.00
Toca Timbales	Toca Timbales	50.00
Tops/Sub Speakers	Tops/Sub Speakers	75.00
Trace Elliot 100	Trace Elliot 100 Acoustic Amp	50.00
Transformer	Transformer - Converter	30.00
Treeworks Chimes	Treeworks windchimes	15.00
Trek II PreAmp	Trek II Preamp Pedal	50.00
Trucking	Trucking	0.00
Trumpet Stand	Trumpet Stand	10.00
TU2 Tuner	TU2 Tuner	10.00
Tubular Bells	Set of Tubular Bells	150.00
Tuning	Piano (One)Tuning	125.00
Tympani Drum	Tympani Drum	125.00
Ukelele	Ukelele	50.00
Ultimate Guitar Stand	Ultimate Guitar Stand	5.00
Ultimate V- Stand	Ultimate V-Stand	10.00
Ultracase GSX6 Boat	Ultracase GSX6 Guitar Boat	35.00
Ultracase GSX8 Boat	Ultracase 8 Guitar Boat	35.00
Upright Bass	Upright Bass	200.00
Upright Bass Stand	Upright Bass Stand	10.00
US Customs Clearance	US Customs documentation and Clearance	550.00
USS Genesis Guitar Stand	Ultimate Support Systems - Genesis Guitar Stand	5.00
USS Guitar Stand	USS Guitar Stand	5.00
Vestax 07	Vestax 07 Pro	65.00
Violin Stand	Violin Stand	30.00
Volume pedal	Volume Pedal	10.00
Vox AC 30	Vox AC 30 guitar amp	75.00
VOX AC 30 C2X	Vox AC 30 C2X w/ reverb and tremolo	75.00
Wah Wah Pedal	Wah Wah Volume Pedal	25.00
Whirlwind A/B Box	Whirlwind AB Box	10.00
Wood Blocks	Wood Blocks -	5.00
Wordclock Cables	Wordclock Cables	35.00
Wurlizer 200A	Wurlizer 200A Piano	150.00
X EBS 350 Amp	X EBS 350 Amp EBS 4 X 10 Speaker	150.00
X-Brace Stand	X-Brace Stand	7.50
Xylophone	Xylophone 4-Octave w/stand	125.00
Yahama Recording Custom	Yamaha Recording Custom Snare 6 x 14	20.00
Yamaha 18' Kik Drum	Yamaha 18" Kik Drum	20.00
Yamaha 20 Kik Drum	Yamaha 20" Black Kik	25.00
Yamaha 22 Kik Drum	Yamaha 22"K Drum	30.00
Yamaha M7CL mixing Console	Yamaha M7CL mixing console	250.00

Yamaha Recording Custom Snare	Yamaha Recording Custom Snare 6 x 14	15.00
Yamaha 16" Tom		15.00
Yamaha 3710 Vibraphone	Yamaha Vibraphone	225.00
Yamaha A 90	Yahama A90 keyboard	150.00
Yamaha Accessories	Yamaha Accessories: double kik, Remote hats, PPD rack clamps	35.00
Yamaha acoustic bass	Yamaha acoustic bass (5 string) Michael Kelly 5 string acoustic bass	100.00
Yamaha Birch Custom Absolute Kit -Piano Black Drums	Yamaha Birch Custom Absolute Piano Black Drum Kit w/hardware and cymbals	225.00
Yamaha C6 Midi Piano	Yamaha C6 Midi Piano with One tuning	800.00
Yamaha C7 Grand Piano	Yamaha C7 Grand Piano with.One tuning	900.00
Yamaha CLP295GP	Yamaha CLP295GP digital piano w/stool	450.00
Yamaha CP250 Keyboard	Yamaha CP250 Keyboard	125.00
Yamaha CP250 Keyboard:Yamaha CP300 Keyboard	Yamaha PC300 Keyboard	150.00
Yamaha CP70M	Yamaha CP70M	275.00
Yamaha DGT 7	Yamaha DGT7 Digital Piano	800.00
Yamaha Digital Piano	Yamaha Digital Piano with weighted keys	150.00
Yamaha Drums - Additional Toms	Additional Toms	15.00
Yamaha Drums - Maple Custom Black	Yamaha Drums - Maple Custom Black - 5 Piece Drum kit	225.00
Yamaha Drums - Maple Custom Purple	Yamaha Drums - Maple Custom Purple - 5 Piece Kit	225.00
Yamaha Drums - Maple Custom Turqoise	Yamaha Drums - Maple Custom Turqoise - 5 Piece Kit	225.00
Yamaha Drums - Recording Custom	Yamaha Recording Maple Custom w/full hardware and cymbals	225.00
Yamaha Drums - Recording Custom Cherry	Yamaha Drums - Recording Custom - 5 Piece Kit with full hardware, cymbals	225.00
Yamaha DTX Multi 12	Yamaha DTX Multi 12 Drum Pad	65.00
Yamaha DX7	Yamaha DX7 Synth	100.00
Yamaha EX5	Yamaha EX 5	125.00
Yamaha FC4	Yamaha FC4 sustain pedal	5.00
Yamaha FC7	Yamaha FC7 Volume Pedal	10.00
Yamaha G2 Upright Piano	Yamaha G2 Upright Piano	425.00
Yamaha GDGT7	Yamaha Digital Piano	750.00
Yamaha KX 88	Yamaha KX88 with sustain and expression pedal	150.00
Yamaha M08	Yamaha M08 w/sus	150.00
Yamaha Marimba	Marimba 4 1/3 Octave	225.00
Yamaha Metronome CLST	Yamaha Metronome CLST 100	50.00
Yamaha Motif 6	Yamaha Motif 6 - Keyboard	100.00
Yamaha Motif 7	Yamaha Motif 7	125.00
Yamaha Motif 8	Yamaha Motif 8	150.00
Yamaha Motif ES Rack	Yamaha Motif ES Rack Module	100.00
Yamaha Motif ES6	Yamaha Motif ES 6	125.00
Yamaha Motif ES7	Yamaha Motif ES7 - Keyboard	150.00
Yamaha Motif ES8	Yamaha Motif ES8	175.00
Yamaha Motif Rack	Yamaha Motif Rack	75.00

Yamaha Motif XF6	Yamaha Motif XF6	150.00
Yamaha Motif XF7	Yamaha Motif XF7	175.00
Yamaha Motif XF8	Yamaha Motif XF8 - 88 keys	200.00
Yamaha Motif XS Rack	Yamaha Motif XS Rack Module	100.00
Yamaha Motif XS6	Yamaha Motif XS6	125.00
Yamaha Motif XS7	Yamaha Motif XS 7	150.00
Yamaha Motif XS8	Yamaha Motif XS 8	175.00
Yamaha MS2000	Yamaha MS2000 w/sustain pedal	100.00
Yamaha P250	Yamaha P250 Digital Piano	150.00
Yamaha S80	Yamaha S 80 Keyboard w/sus	125.00
Yamaha S90	Yamaha S90 Keyboard	150.00
Yamaha S90ES	Yamaha S90 ES Keyboard	150.00
Yamaha SKRM100 SubKick	Yamaha SubKick	40.00
Yamaha SPX 90	Yamaha Digital Effects	35.00
Yamaha SPX2000	Yamaha SPX2000 effects processor	100.00
Yamaha SPX990	Yamaha SPX990 effects processor	50.00
Yamaha Sub Kik	Yamaha 'Sub-Kik Pedal	50.00
Yamaha SY 99	Yamaha SY 99 keyboard	125.00
Yamaha Timpani	Yamaha Timpani w/tuning pedal and mallet	100.00
Yamaha Timpany	Timpany 26 and 29"	100.00
Yamaha U2	Yamaha Upright Piano	425.00
Yamaha U3 Piano	Yamaha U3 Piano	
Yamaha Upright Piano	Yamaha Upright Piano	450.00
Yamaha Xylophone	Yamaha Xylophone	150.00
Yamaha YC 3710 Vibraphone	Yamaha YC 3710 Vibraphone	150.00
Yorkville LS801 Sub woofer	Yorkville LS 801 Sub-Woofer	100.00
YRC FREIGHT	YRC FREIGHT -SAN JUAN, CA	
Zildjian cymbals	Zildjian Cymbal Pack	125.00
Ziljian cymbals	Ziljian cymbals - 15"	15.00

Wednesday, Mar 30, 2016 06:25:25 PM PDT GMT-4

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: VENDOR SUMMARY 3:26 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : 060995072 BAREFOOT PRODUCTIONS, INC.
VENDOR ALPHA :

S	VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	.00	.00	.00
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	.00	.00
	PAYMENTS	.00	.00	22,652.50
	CASH RECEIPTS	.00	.00	.00
	ACCT RECVABLE	.00	.00	.00
	1099 TOTALS			
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
GO14 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:43 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	431,197		2,927
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:42 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

[redacted]

BAREFOOT PRODUCTIONS, INC.
DBA ROCKET REHEARSAL STUDIOS
3810 29TH STREET
LONG ISLAND CITY, NY 11101

DATE 6/8/16

CHECK ARMOR

PAY TO THE ORDER OF Treasurer of Nassau County $ 160 —

One Hundred & Sixty and 57/100 DOLLARS

Security Features Details on Back.

TD Bank
America's Most Convenient Bank®

FOR admin fee, Nassau County Parks

MP

[redacted]

CQPK16-57

Contract ID#: CQK160000060

Department: Parks, Rec & Museums

U-51-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Soccer Programs

NIFS ID #: CQK160000060 NIFS Entry Date: 6/10/16 Term: May 1, 2016 to Dec. 31, 2016

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: East Meadow Soccer Club	Vendor ID# **510227363**
Address 1836 New Bridge Road Bellmore, NY, 11710 REG: East Meadow Soccer Club EMAIL: davidhayesemsc@gmail.com	Contact Person: David Hayes Phone: 516-640-7331 Fax:

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378 Fax 516-572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner _____ **Date** 6/10/16

Frank Camerlengo, Dep. Commissioner _____ **Date** _____

Eileen Krieb, CSR _____ **Date** 6/10/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
6/10/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered* ☐	6/10/16		
6/10/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/10/16		Yes ☐ No ☐ Not required if blanket resolution
6/10/16	County Attorney	*CA RE & Insurance Verification* ☑	6/12/16		
6/12/16	County Attorney	*CA Approval as to form* ☑	6/12/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/20/16		

RECEIVED

PR5254 (1/06)

Contract ID#: _____

Department: Parks, Rec & Museums

Contract Summary

Description: East Meadow Soccer Club

Purpose: Soccer Camp for the Nassau County Summer Program

Method of Procurement Competitive RFP PK 0324 1607

Procurement History: East Meadow Soccer Club has responded to RFP PK 0324 1607 where their proposal is to implement, administer and manage soccer camps at various County Parks for the County Summer Camp Program .

Description of General Provisions:
East Meadow Soccer Club will implement, administer and manage soccer camps at various County Parks for the Nassau County Summer Recreation Program which will run from June 29, 2015 through August 31, 2015

Total Cost of Services: **$24,900.00 to be payable at a rate of $45.00 per hour**

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 24,900 .00

Professional Services

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: gl	9700
Object: de	500
Transaction:	103

PK97x5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	$24,900.00
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE PK97	AMOUNT
1	PKgr9700detail500 x5	$24,900.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,900.00

Document Prepared By: E Krieb 6/10/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/20/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (1/06)

Contract ID#: _____

Department: Parks, Rec & Museums

CQPK16-60

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

1. Vendor: East Meadow Soccer Club

2. Dollar amount requiring NIFA approval: $ 24,900.00

Amount to be encumbered: $ 24,900.00

This is a x 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: 05/01/16 - 12/31/16

Has work or services on this contract commenced? ____ Yes X No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Police District Fund (PDD)
___ Police Headquarters Fund (PDH)
___ Fire Commission Fund (FCF)
___ Sewer & Storm Water Fund (SSW)
___ Capital Improvement Fund (CAP)
___ Red Light Camera Fund (RLC)
___ Public Utility Authority (PUA)
X Grant Fund (GRT)
Federal % _____
State % _____
County % _____

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The services to be provided by the Contractor under this Agreement shall consist of implementing, administering and managing soccer camps at various County Parks for the Nassau County Summer Recreation Program which will run from June 29th, 2014 through August 31th, 2015.

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:

NONE

NOTE:

At a minimum, all submissions must include 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 reserves the right to request additional information as needed.

CQPK16-60

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/9/16

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Furthermore, I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

All contract submissions MUST include the County's own routing slip.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

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 EAST MEADOW SOCCER CLUB

WHEREAS, the County has negotiated a personal services agreement with East Meadow Soccer Club to provide develop, implement and administer soccer camps at various County Parks for the Nassau County Summer Recreation Program, 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 East Meadow Soccer Club.

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: EAST MEADOW SOCCER CLUB

CONTRACTOR ADDRESS: PO BOX 147, East Meadow, NY 11554
1836 Newbridge Road, Bellmore, NY 11710

FEDERAL TAX ID #: 51-0227363

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 24, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **Eighty-two (82)** of potential proposers were sent notice of the RFP, **Seventeen (17)** of potential proposers opened the documents and **Six (6)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on April 21, 2016. A total of Two (2) proposals were received and evaluated for the **D-4 VARIOUS ATHLETIC PROGRAMS section of the RFP**. The evaluation committee consisted of: three (3) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **EAST MEADOW SOCCER CLUB was One (1) of Two (2) awarded.**

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

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. 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: 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
Brian Nugent
Chief Deputy Commissioner
6/15/16
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/29/16

Vendor: EAST MEADOW SOCCER CLUB

Signed: Sean Russell

Print Name: SEAN RUSSELL

Title: PRESIDENT

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 Michael Cartier
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1836 Newbridge Rd.
   City/state/zip East Meadow, NY 11554
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 1 / 15 / 2015 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO _X__ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X___ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO _X__ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO _X__ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X_ YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X___ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO __X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X__ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X__ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X___ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X__ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X__ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO __X__ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X___ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO __X__ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X___ YES ___ If Yes, provide details for each such year.

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, Michael Cartier, 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 June day of 15 2016

Notary Public

CHRISTINE A. CHESTER
Notary Public, State of New York
No. 02CH6268549
Qualified In Nassau County
Commission Expires Sept. 10, 20 16

East Meadow Soccer Club
Name of submitting business

Michael Cartier
Print name

Signature

Vice President
Title

6 / 15 / 2016
Date

APPENDIX D

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 Sean Russell c/o East Meadow Soccer Club.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1836 Newbridge Road
   City/state/zip Bellmore, NY, 11710
   Telephone [redacted]
   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 01/05/15 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 ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

APPENDIX D

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.

APPENDIX D

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, Sean Russell, 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 April 2016

Notary Public

LORI J. QUINN
Notary Public, State of New York
No. 01QU5062709
Qualified in Nassau County
Commission Expires July 1, 2018

East Meadow Soccer Club
Name of submitting business

Sean Russell
Print name

Signature

President
Title

04 / 18 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Christine Chester
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1836 Dewbridge Road
   City/state/zip Bellmore, NY 11710
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer 1/15/15
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

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, Christine Chester, 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 14 day of June 2016

Diane Clemente

Notary Public

Diane Clemente
Notary Public, State of New York
No. 01CL6096725
Qualified in Nassau County
Commission Expires August 04, 20 19

East Meadow Soccer Club

Name of submitting business

Christine Chester

Print name

Signature

Treasurer

Title

6 / 14 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Christopher Chiarello

Date of birth [redacted]

Home address [redacted]

City/state/zip [redacted]

Business address East Meadow SC - 1856 Newbridge Rd

City/state/zip Bellmore, NY 11710

Telephone [redacted]

Other present address(es) _____

City/state/zip _____

Telephone _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President ___/___/___ Treasurer ___/___/___

Chairman of Board ___/___/___ Shareholder ___/___/___

Chief Exec. Officer ___/___/___ Secretary JAN/15/2015

Chief Financial Officer ___/___/___ Partner ___/___/___

Vice President ___/___/___ _____ ___/___/___

(Other)

NO ✓ YES ___ 3. Do you have an equity interest in the business submitting the questionnaire? If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

NO ✓ YES ___ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it, and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

1. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of

which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

2. 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.

3. 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.

4. 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.

5. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Christopher Chiarello, 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 15 day of June 2016

JAMES L. DESROULEAUX
Notary Public, State of New York
Qualified in Nassau County
No. 01DE6275449
My Commission Expires 01/29/2017

Notary Public

East Meadow SC
Name of submitting business

Christopher Chiarello
Print name

Signature

Secretary
Title

6/14/16
Date

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.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: APRIL 18TH: 2016

1) Proposer's Legal Name: EAST MEADOW SOCCER CLUB

2) Address of Place of Business: 1836 NEWBRIDGE ROAD, BELLMORE, NY, 11710

List all other business addresses used within last five years:
NONE

3) Mailing Address (if different): P.O BOX 147, EAST MEADOW, NY, 11554

Phone: (516) 221-8957

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 130543932

5) Federal I.D. Number: 51-0227363

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___
✓Other (Describe) NON-FOR PROFIT - 501(c)(3) ORGANIZATION.

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ✓ No ___ If Yes, provide details. SMITHTOWN KICKERS SOCCER CLUB IS AN AFFILIATED GIRLS SOCCER PROGRAM OF EAST MEADOW S.C.

APPENDIX C

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

NO Conflict EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

NO Conflict EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

NO Conflict EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____

APPENDIX C

NONE - IF ONE SHOULD ARISE THE COUNTY WILL BE NOTIFIED FOR REVIEW

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 Parks - Summer Camp Program (we ran this program in 2014 + 2015)

Contact Person Kristen

Address _____

City/State _____

Telephone (516) 526-7063

Fax # _____

E-Mail Address _____

APPENDIX C

Company COLEMAN COUNTRY DAY CAMP

Contact Person ROSS COLEMAN

Address 55 BABYLON TPK

City/State FREEPORT NY 11520

Telephone 516-620-4300

Fax #:

E-Mail Address

Company EASTERN NEW YORK YOUTH SOCCOR ASS

Contact Person TIM BRADBURY

Address 265 SUNRISE HIGHWAY SUITE 38

City/State ROCKVILLE CENTRE, NY 11570

Telephone 516-581-0515

Fax #:

E-Mail Address TBRADBURY@ENYSOCCOR.COM

APPENDIX C

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, Sean Russell, 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 April 2016

Notary Public

LORI J. QUINN
Notary Public, State of New York
No. 01QU5062709
Qualified in Nassau County
Commission Expires July 1, 20__

Name of submitting business: EAST MEADOW Soccer Club

By: Sean Russell
Print name

Signature

President
Title

04 / 18 / 2016
Date

APPENDIX F

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: EAST MASON SOCCER CLUB

Address: 1836 NEWBRIDGE ROAD,

City, State and Zip Code: BELLMORE, NY, 11710

2. Entity's Vendor Identification Number: 51-0227363

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Non for Profit Other (specify) 501(C)(3)

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):

SEAN RUSSELL - PRESIDENT

MICHAEL CARTIER - VICE PRESIDENT

CHRIS CHIARELLO - SECRETARY

CHRISTINE CHRISTEN - TREASURER

BOB GRIESER - REGISTRAR

MEEM AYINDE - TEAMS COMMISSIONER

MIKE RIZZI - BOYS COMMISSIONER

TOM REILLY - GIRLS COMMISSIONER

CARMELO CARABBO - FIELD MAINTENANCE

MARIA MORELLI - CONCESSION MANAGER

SCOTT KELLY - BOARD SENATE

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE.

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

NONE.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: April 18th, 2016

Signed: [signature]

Print Name: Sean Russell

Title: East Meadow SC - President.

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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) East Meadow Soccer Club, having its principal address at 1836 Newbridge Road,Bellmore , NY 11710 (the "Contractor").

W I T N E S S E T H:

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; and

WHEREAS, the Department requires professional athletic services for programs overseen by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0324-1607, issued on March 24, 2016; and

WHEREAS, the RFP provides for a total term up to five (5) years; and

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2016 and shall terminate December 31, 2016, unless sooner terminated as provided for herein. The contract may be renewed for an additional four (4) one (1) year terms on the same terms and conditions, subject to the approval of the County Executive.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of implementing, administering and managing soccer camps at various County Parks for the Nassau County Summer Recreation Program which will run from June 29, 2016 through August 31, 2016 (the "Program"). The Contractor is responsible for providing all equipment, supplies and personnel for the Program.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Twenty-four thousand nine hundred dollars ($24,900.00). This amount is inclusive of any

and all expenses and shall be payable at a rate of $45.00 per hour for Senior staff Coaches and $25.00 per hour for Junior Staff Coaches.

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) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, 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 Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor shall screen all Contractor Agents having direct contact with minors through the New York State Sex Offender Registry (the "Registry"). No Contractor Agent listed in the Registry shall be employed to provide services under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors 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 are 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.

(d) 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.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than three million dollars ($3,000,000) per occurrence and three million dollars ($3,000,000) 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 three million dollars ($3,000,000) per occurrence and three million dollars ($3,000,000) 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. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred

or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the impracticability relates to the Contractors 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 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.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor use 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.

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. Administrative Service Charge. The Contractor agree 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 the Contractor upon signing this Agreement.

20. Miscellaneous. (a) The parties shall work cooperatively to establish a marketing, advertising and promotion campaign aimed at informing the public of the Program, provided, that all brochures, media advertisement and similar copy to be released, disseminated to the public or distributed in any manner shall be subject to the other party's prior written approval.

(b) The Department shall determine whether any day or specific time of the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel camp due to inclement weather will be made by 7:30 am the day of camp. If camp is already in session, and the need to cancel the Program due to inclement weather or other dangerous or emergency condition is necessary, notification will be given to East Meadow Soccer Club as soon as the decision to cancel is made. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Contractor, the Contractor shall be paid in full, provided the Contractor was willing and able to perform, appeared at the venue prior to the Program being cancelled.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds 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.

East Meadow Soccer Club

By: Sean Russell
Name: SEAN RUSSELL
Title: PRESIDENT
Date: 6/10/2016

NASSAUCOUNTY

By: _____

Name: _____

Title: County Executive

(or)_____Chief Deputy County Executive

(or)_____Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 10 day of JUNE in the year 2016 before me personally came SEAN RUSSELL to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the PRESIDENT of EAST MEADOW SOCCER CLUB, 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

LOUIS F MCDERMOTT
Notary Public, State of New York
No. 02MC6143100
Qualified In Nassau County
Commission Expires April 03, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the

imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: VENDOR SUMMARY 3:37 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : 510227363 EAST MEADOW SOCCER CLUB
VENDOR ALPHA :

S VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	.00
RETAINAGES	.00	.00	.00
ACCRUALS	.00	.00	.00
PAYMENTS	.00	.00	49,800.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS			
B/U WITHHOLDING			
B/U WITH PAID			
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:43 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	431,197		2,927
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:42 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

ADMINISTRATION OF ATHLETIC PROGRAMMING FOR NASSAU COUNTY PARKS
RFP#PK 0324-1607

D-4 VARIOUS ATHLETIC PROGRAMS Evaluation Score Sheet – EAST MEADOW SOCCER CLUB

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25%
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25%
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 28%
TOTAL SCORE:	**SCORE:** 98%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Yes
Date: 5-3-16
Name: Kathleen Mucci - Kat Mucci
Title: Rec Leader 2

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

ADMINISTRATION OF ATHLETIC PROGRAMMING FOR NASSAU COUNTY PARKS
RFP#PK 0324-1607

D-4 VARIOUS ATHLETIC PROGRAMS Evaluation Score Sheet – EAST MEADOW SOCCER CLUB

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 24
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 24
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 28
TOTAL SCORE:	**SCORE:** 96

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: _____
Date: 5/2/16
Name: FRANK PISCICI
Title: DEPUTY

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

ADMINISTRATION OF ATHLETIC PROGRAMMING FOR NASSAU COUNTY PARKS
RFP#PK 0324-1607

D-4 VARIOUS ATHLETIC PROGRAMS Evaluation Score Sheet – EAST MEADOW SOCCER CLUB

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 25
TOTAL SCORE:	**SCORE:** 95

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: YES
Date: 5/3/16
Name: Tim O'Connell
Title: Deputy Commissioner Parks

TOC

EDWARD P. MANGANO
County Executive

CHRISTOPHER MISTRON
STOP-DWI Coordinator

U-52-16
Additional back-up

NASSAU COUNTY TRAFFIC SAFETY

To: **Comptroller's Office**

From: Christopher Mistron, Coordinator
Nassau County STOP-DWI

Date: June 6, 2016

Subject: **NY Coalition for Transportation Safety Sole Source Education Administration Contract**

There is only one provider of the services sought for this contract. The contractor was determined to be the sole source provider of the personal services needed based on their past history with our programs (16 years) and their ability to provide safety education in the areas of pedestrian and bicycle safety and alcohol education. They are a contractor in good standing with the NY State Governor's Traffic Safety Committee, the National Highway Traffic Safety Administration and NY State Department of Transportation in the form of a Safe Routes to School grant being conducted in Long Beach. This grant was one of only 2 awarded in the entire downstate area.

The NY Coalition is a 501(c)3 not for profit organization and as such is eligible to apply for grant funded programs that would benefit Nassau County. Additionally, the contractor's unique and special experience, skills, expertise, and availability to perform requested services in the most immediate and timely manner were deciding factors in their selection.

This contract is funded by STOP-DWI grant monies that are 100% reimbursable. The outlined tasks attributed to the contractor were outlined in the 2014-2015 Annual STOP-DWI Plan that was approved by the Commissioner of Motor Vehicles.

2016 JUN 22 P 12:58
CLERK OF THE LEGISLATURE
NASSAU COUNTY
RECEIVED

Contract ID#: COTS1600000 I

Department: Traffic Safety Board

U-52-16

Contract Details

SERVICE Traffic Safety/STOP DWI Education Administration

Program

NIFS ID #COTS1600001 NIFS Entry Date: 02/11/16 Term: from 01/01/16 to 12/31/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JUL 20

Vendor

Name	Vendor ID#
NY Coalition for Transportation Safety	112926953
Address	**Contact Person**
219-37 39th Avenue, #204 Bayside, NY 11361	Cynthia Brown, Ex. Dir.
	Phone
	(516) 571-6808

County Department

Department Contact	
Christopher Mistron, STOP-DWI Coordinator	
Address	
1194 Prospect Avenue Westbury, NY 11590	
Phone	
(516) 571-7021	

Routing Slip

	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☒ ☒	6/10/16 6/10/16	
	OMB	*NIFS Approval*	☐	6/10/16	Yes ☐ No ☐ Not required if blanket resolution
6/13/16	County Attorney	*CA RE & Insurance Verification*	☑	6/13/16	
6/13/16	County Attorney	*CA Approval as to form*	☑	6/13/16	
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	Rules ☐/ Leg. ☐		☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
6/20/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	6/20/16	

RECEIVED NASSAU COUNTY

PR5254 (8/04)

Contract ID#: CQTS1600000

Department: Traffic Safety Board

Contract Summary

Description: Traffic Safety/STOP DWI Education and Administration Program

Purpose.: Nassau County Traffic Safety/STOP/DWI has been assigned responsibility to provide educational programs and materials for traffic/roadway safety for pedestrians, STOP DWI, driver safety, bicycle safety, school safety and child safety seat programs. The New York Coalition for Transportation Safety has the ability to provide administrative services necessary for implementation, programming and advancement of these programs.

Method of Procurement: The contract is funded through the STOP DWI Funds. Traffic Safety Board will also prepare and submit all necessary paperwork for reimbursement.

Procurement History: The county has a history of providing safety programs for highway safety and STOP DWI. All expenses are 100% reimbursable.

Description of General Provisions:
The contract shall reimburse New York Coalition for Transportation Safety for a Traffic Safety Educator and an administrator who will provide all services in the administration of the safety programs. The services to be provided by the Contractor under this agreement shall consist of the coordination of educational programs for Traffic Safety and STOP DWI programs. They will distribute materials supporting these efforts and act in support of current grant and safety programs in organizing and scheduling activities. Assist in the preparation of grant applications and provide assistance in the financial management of STOP DWI and NY State Governor's Traffic Safety Committee activities in Nassau County.

Impact on Funding / Price Analysis: The funding for this project is 100% reimbursable from STOP-DWI grant funds and no county match is required.

Change in Contract from Prior Procurement: No change from the prior grant award.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	TS81
Resp:	X6
Object:	DE
Transaction:	501

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$ - 0 -
Federal	$
State	$
Capital	$
Other	$ 24,800.00
TOTAL	$ 24,800.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TSGRT8100OTH/DE 501	$ 24,800.00
2		$
3	APPROVED: 6/13/16 INSURANCE SECTION	$
4		$
5		$
6		$
	TOTAL	$ 24,800.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Christopher Mistron, Nassau County STOP-DWI Coordinator **Date:**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name:	Name	Date 6/20/16
Date:	Date	(For Office Use Only) E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: New York Coalition for Transportation Safety

2. Dollar amount requiring NIFA approval: $ 0

Amount to be encumbered: $ 24,800

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2016 - 12/31/2016

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 % 100
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:

Nassau County Traffic Safety/STOP DWI has been assigned responsibility to provide educational programs and materials for traffic/roadway safety. From Pedestrian, STOP DWI, driver safety, bicycle safety, school safety and child safety seat programs. The New York Coalition for Transportation safety has the ability to provide administrative services necessary for implementation, programing and the advancement of such programs. Without the contracting, these programs would not be able to be completed and future grant opportunities may be lost.

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:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/9/16

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

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 TRAFFIC SAFETY BOARD AND THE NEW YORK COALITION FOR TRANSPORTATION SAFETY, INC.

WHEREAS, the County has negotiated a personal services agreement with the New York Coalition for Transportation Safety, Inc. for coordination of educational programs for STOP-DWI programs, 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 the New York Coalition for Transportation Safety, Inc.

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: New York Coalition for Transportation Safety

CONTRACTOR ADDRESS: 213-37 39th Avenue, #204, Bayside, NY 11361

FEDERAL TAX ID #: 112926953

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☒ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☒ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

6/7/16
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: NY Coalition for Transportation Safety

Dated: 9/6/16

Signed: Cynthia Brown

Print Name: CYNTHIA BROWN

Title: Ex. Director

Rev. 3-2016

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON- RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Robin Markowitz (Pollack)
   Date of birth ____ /N__ /__A
   Home address [redacted]
   City/state/zip [redacted]
   Business address None
   City/state/zip N/A
   Telephone N/A
   Other present address(es) None
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___ /___ /___ Treasurer____ /___ /___
   Chairman of Board 6 / 1 / 14 Shareholder____ /___/ ___
   Chief Exec. Officer ___/___ /___ Secretary ___ /___ /___
   Chief Financial Officer ___/___ /___ Partner ___/___ /___
   Vice President ___/___/___ _____ /___ /___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO__X__YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO __X__ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO __X__YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO __X__YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

PQF (02/2016)

CERTIFICATION

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, Robin Markowitz, 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 15 day of JUNE 2016

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC
STATE OF NEW YORK
NO. 01MI5044039
COMMISSION EXPIRES 5.22.2018

NY Coalition for Trans Safety
Name of submitting business

Robin Markowitz
Print name

Signature

Title

6 / 15 / 2016
Date

PQF (02/2016)

This is a 501(c)3. No one holds any interest at all.

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~~ Munster, Cynthia BROWN
   Date of birth ___/ N/A
   Home address [redacted]
   City/state/zip [redacted]
   Business address NY COALITION 213-37 39th AVE. #204
   City/state/zip BAYSIDE, NY 11361
   Telephone 516-967-7651
   Other present address(es) 1194 PROSPECT AVE.
   City/state/zip WESTBURY, NY 11590
   Telephone 516-571-6808
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/ N/A Treasurer ___/ N/A
   Chairman of Board N/A/___ Shareholder N/A/___
   Chief Exec. Officer N/A/___ Secretary N/A/___
   Chief Financial Officer N/A/___ Partner N/A/___
   Vice President ___/___/___ N/A ___/___/___
   (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 ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Cynthia Brown, 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 7th day of June 2016

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044039
Qualified in Nassau County
Commission Expires May 22, 2018

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044039
Qualified in Nassau County
Commission Expires May 22, 2018

NY Coalition for Trans. Safety

Name of submitting business

CYNTHIA BROWN

Print name

Cynthia Brown

Signature

Executive Director

Title

3/23/2016

Date

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/23/2016

1) Bidder's/Proposer's Legal Name: My Coalition for Safety Belt Use, Inc.

2) Address of Place of Business: 1194 Prospect ave, Westbury, NY 11590

List all other business addresses used within last five years:
n/a

3) Mailing Address (if different): 213-37 39th ave. #204, Bayside, NY 11361

Phone: 516-967-7651

Does the business own or rent its facilities? N/A

4) Dun and Bradstreet number: 948001581

5) Federal I.D. Number: 112926953

6) The bidder/proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ___ Other (Describe) 501(c)3 NOT FOR PROFIT CORP.

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ✓ No ___ If Yes, please provide details: Provide services to Nassau Co. Traffic Safety Bd. Space only.

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: ___

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. ___

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). ___

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____
We have no financial business with Nassau Co.
All funds are grants whose application was approved
& which funds are disbursed as described in grant.

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; none

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 4

vi) Annual revenue of firm; Grant Dependent

vii) Summary of relevant accomplishments See attached

viii) Copies of all state and local licenses and permits. not relevant

B. Indicate number of years in business. Incorporated as a not for profit 7/22/1988

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. See attached

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 NY State Governor's Traffic Safety Committee

Contact Person Chuck Conway

Address 6 Empire State Plaza, 410S

City/State Albany, NY 12228

Telephone 518-486-1920

Fax #

E-Mail Address CHUCK.CONRAY@dmv.NY.GOV

Safe Routes to School Prog.

Company NY STATE DOT, Region 10, Long Island

Contact Person Chris Badour

Address State Office Bldg. 250 Vet. Mem. Hgh., Hauppauge, NY 11788

City/State Hauppauge, NY 11788

Telephone 631-952-6120

Fax # 631-952-6120; 631-952-6026

E-Mail Address Christian.Badour@DOT.NY.gov

Company Strategic Rail Logistics

Contact Person Thomas Lawson, Ret. Region 1 Director, NHTSA

Address 5307 212th St.

City/State Bayside, NY 11364

Telephone 646-734-6434

Fax #

E-Mail Address THOMAS.LOVIZOO@VERIZON.NET

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.

See attached Brochure

BHF (02/2016)

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Cynthia Brown, 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 7 day of June 2016

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6241036
Qualified in Nassau County
Commission Expires May 22, 2018

Name of submitting business: NY Coalition for Transportation Safety

By: CYNTHIA BROWN Print name

Cynthia Brown
Signature

Ex Director
Title

3/23/2016 Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: New York Coalition for Safety Belt Use, Inc./DBA NY Coalition for Transportation Safety

Address: 213-37 39th Avenue, #204

City, State and Zip Code: Bayside, NY 11361

2. Entity's Vendor Identification Number: 112926953

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp 501(c)3 Not for Profit Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Cynthia Brown, Executive Director; [redacted]

Robin Markowitz, Chairman; [redacted]

Representative, Automobile Club of NY, [redacted]

Marge Lee, DEDICATEDD, [redacted]

Wendy Tepfer, Community Parent Center, [redacted]

Representative, NY State Governor's Traffic Safety Committee, Empire State Plaza, Albany, NY 12228

Gloria Monitto, Westbury Public Safety Commission, [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

DBA - NY Coalition for Transportation Safety – All principals are the same as for NY Coalition for Safety Belt Use, Inc.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/23/2016

Signed: Cynthia Brown

Print Name: CYNTHIA BROWN

Title: Exe Director

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.

Cynthia B. Brown
[redacted]
email [redacted]

PROFESSIONAL EXPERIENCE

New York Coalition for Safety Belt Use, Inc./
DBA New York Coalition for Transportation Safety
213-37 39th Avenue, #204
Bayside, NY 11361
(1987-Present)

Executive Director
Responsibilities include: office administration, grant writing, program implementation and monitoring, fiscal management, reports, and general oversight of the agency

Queensborough Community College
56th Avenue & Springfield Boulevard
Bayside, New York 11364
(1986-87)

Assistant to the Director of Continuing Education
Responsibilities included: Publication of Continuing Education Brochure,
Initiating new Continuing Education programs; Payroll for Adjunct Staff; Registration

Delson Public Relations
Riverside Drive
Whitestone, New York 11357
(1982-1986)

Account Executive

Accounts included Queensborough Community College, Office of Continuing Education; New York University Upward Bound Program; New York Coalition for Safety Belt Use. Responsibilities included public information and education campaigns, fund raising, material development and media contacts.

Avery-Knodel
555 Madison Avenue
New York, New York 10022
(1964-1975)

Office Supervisor
Firm represented 52 countrywide television and 110 radio stations and handled all commercial advertising placed on these stations by national advertisers. Responsibilities included supervision of all non-executive staff; time sheets; vacation schedules; employee training and hiring of personnel other than executives.

EDUCATION AND CERTIFICATION

Maryland Institute of Art – Attended
Hunter College, CUNY – Attended
Queens College, CUNY – Attended

Certified New York State Traffic Safety Program Trainer
Certified National Highway Traffic Safety Administration,
Highway Safety Management Course Trainer
Transportation Safety Institute Safe Communities Trainer
Federal Highway Administration Designing for Pedestrian Safety Training
Federal Highway Administration Intersection Safety Training

COMMUNITY AND CIVIC ACTIVITIES

- Chairperson, Northeast Queens League of Women Voters
- Newsletter Editor, New York City League of Women Voters
- President, Parents Association, P.S. 203Q
- President, Presidents' Council District 26 Queens (Consisted of 26 Elementary and Middle Schools)
- President, Parents Association, Benjamin N. Cardozo High School
- President, Confederation of Queens High School Parent Associations
- Parent Representative on New York City Board of Education Panel that produced document defining Parents/Parent Association rights and responsibilities in the New York City School System (1991-1993). This document became part of NY City Education Law.

NEW YORK COALITION FOR TRANSPORTATION SAFETY

213-37 39TH Avenue, Box 204, Bayside, New York 11361
516-571-6808
email: NYCoalitio@aol.com

BOARD OF DIRECTORS

Officers

Robin Markowitz, *Chairman*
Diane Bucceri, Secretary

Members
Automobile Club of NY
DEDICATEDD, Marge Lee, President
Community Parent Center, Wendy Tepfer, Director
Govermor's Traffic Safety Committee
Westbury Public Safety Commission, Gloria Monitto

John D. States, M.D.,
Chairman Emeritus

Advisory Members

Terence J. Moakley, Ex. Director, Community Affairs, United Spinal Association
Thomas Louizou, Regional Director, National Highway Traffic Safety Administration,

Founding Organizations

American Association for Automotive Medicine
Medical Society of the State of New York

Staff

Cynthia Brown, Executive Director
Diane Bucceri, Executive Assistant
Mark Hoffacker, Program Coordinator/ Child Safety Seat Educator
Lynne Brown, Educator, Graphic Designer

CAPABILITIES

- Coalition development
- Creation of audio/video public service announcements
- Creation and production of print media
- Graphic design
- Grant writing and grant administration
- Presentations and workshops
- Seasonal media campaigns

COMMITMENT

The New York Coalition for Transportation Safety is committed to reducing the number of injuries and fatalities that occur on our roadways by safety for pedestrians, bicyclists and motorists. We will conduct safety education programs for school children, adults and older adults. We are certified Child Passenger Safety Technicians and we will provide assistance to parents of well and special needs children as regards their safe transportation. Our programs are funded by federal and state grants.

STEERING COMMITTEE MEMBERS

Automobile Club of New York
Community Parents Center
DEDICATTEDD
(An anti-drunk driving organization)
Governor's Traffic Safety Committee
Westbury Public Safety Commission

ADVISORY MEMBERS

United Spinal Association,
Community Affairs
Thomas Louizou, Retired
Region 1 Director, National Highway
Traffic Safety Administration

FOUNDING ORGANIZATIONS

American Association for
Automotive Medicine
Medical Society of the
State of New York

ACCREDITATIONS

Certified DisabilitySensitivity Trainers
Certified NETS Instructor
(Networking Employers for Traffic Safety)
Transportation SafetyInstitute Workshop
Instructor/Facilitator
Certified Instructor of National Highway
Traffic Safety Administration
Passenger Safety Advocate Curriculum

PROFESSIONAL ASSOCIATIONS

AARP/Livable Communities
Long Island Youth Safety Coalition
Nassau County Child Fatality Review Team
New York State Association of
Traffic Safety Boards
Nassau County Traffic Safety Board
Queens County Traffic Safety Board
SAFE KIDS, Nassau and Queens Counties

NEW YORK COALITION FOR TRANSPORTATION SAFETY

213-37 39TH Avenue
Box 204
Bayside, New York 11361

Email:
nycoalition@aol.com
www.NYCTS.org

The New York Coalition for Transportation Safety

is a non-profit, statewide organization originally established in 1982 as the New York Coalition for Safety Belt Use, Inc. The Coalition was founded jointly by the Medical Society of the State of New York and the American Association for Automotive Medicine.

Initially the Coalition was a single focus group that sought to reduce motor vehicle related trauma in the State of New York by increasing the use of safety belts by motorists. In time it became apparent that many factors contribute to the complex picture that is motor vehicle injuries. We expanded our scope to include safety programs for pedestrians and bicyclists, as well as motorists, and changed our name to the NY Coalition for Transportation Safety to better reflect our expanded our efforts. The following list serves as a guide to the types of grant funded activities we conduct:

- Assembly programs for children in grades K-12
- Bicycle safety programs
- Pedestrian safety programs
- School bus safety programs
- Mature driver and pedestrian programs
- Bilingual (English/Spanish) programs
- Programs for children with special needs (conducted in concert with NY City Department of Education, District 75)
- Classroom instruction in travel training for young people with disabilities

During its twenty-eight years of operation, the NY Coalition has received grants from federal, state, local and private agencies. Grant funds are used to develop and conduct public information and education campaigns in a variety of locales. A brief description of some programs the Coalition has produced is included herein.

PROGRAM

Identification and Analysis of Factors Contributing to Pedestrian Crashes in Nassau County ***Sponsor:*** Nassau County Traffic Safety Board with funding provided by NY State Governor's Traffic Safety Committee
Description: *Mapped pedestrian injuries and fatalities from 1991-2000, analyzed data, and compiled final report indicating locations experiencing the most injuries and fatalities.*

Queens County Senior Citizens Demonstration Program
Sponsor: NY State Governor's Traffic Safety Committee
Description: *Geared to Directors of Senior Centers. Identified the major factors that contributed to motor vehicle injuried and fatalities, including prescription medications, being inucrred by older adults. Led to the development of a citizens guide to the medications that most affect drdiving skills and the establishment of a CarFit program in Queens County.*

Preventing Alcohol Abuse by College Students
Sponsor: NY State Governor's Traffic Safety Committee
Description: *This program surveyed college students at two schools in Nassau and Suffolk Counties to determine the extent of alcohol use on campus. Results were tallied and analyzed by the University of Minnesota and provided in confidence to the participating schools so that remedial action could be taken.*

"On Our Own" Conducted in conjunction with the NY City Department of Education District 75
Sponsor: National Easter Seals Project ACTION with funding provided by the Federal Transit Administration
Description: *A program to instruct and familiarize high school students with disabilities in the use of public transportation. included the development of a curriculum used nationally.*

HIGHLIGHTS

Inventory of Injury Prevention Programs in New York and New Jersey
Sponsor: National Highway Traffic Safety Administration, Region II, White Plains, NY
Description: *Researched and developed an inventory of Injury Prevention Programs in NY and NJ for the purpose of forming injury prevention partnerships and developing Safe Communities Programs.*

"Practice Safety First": A Guide to Bicycle, Pedestrian and In-Line Skating Programs in NY State *(County-by-County)* ***Sponsor:*** NY State Governor's Traffic Safety Committee
Description: *Researched, designed and produced an educational guide to Bicycle, Pedestrian and In-line Skating Programs in New York State for the purpose of assisting community-based organizations wishing to develop or expand their activities in these areas.*

Bicycle and Pedestrian Safety for Latino Adults and their Families
Sponsor: Nassau County Traffic Safety Board
Description: *This program will provide bicycle and pedestrian safety education to families, including Latino families, through schools, churches and social organization. Bicycle helmets, reflective materials and "Sharing the Road" literature will be distributed to all participants.*

ABC'S of Traffic Safety in Queens County
Sponsor: NY State Governor's Traffic Safety Committee and Queens Borough President
Description: *A comprehensive program that provides educational classes on pedestrian and bicycle safety for children in Grades K-8, teaches older adults best walking practices, introduces them to the CarFit program, and addresses aggressive driving and the dangers of text messaging while driving. Materials produced include a brochure discouraging text messaging and a curriculum designed to teach students and adults how to assess their environment for safe walking routes.*

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____ 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 One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"), and (ii) New York Coalition for Transportation Safety, Incorporated, a New York State, not-for-profit corporation, having its principal address at 213-37 39th Avenue, #204, Bayside, New York 11361 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the coordination of educational programs for STOP-DWI programs. Distribute materials supporting these efforts. Act in support of current grant and safety programs in the organization and scheduling of activities. Assist in the preparation of grant applications and provide assistance in the financial management of STOP-DWI and New York State Governor's Traffic Safety Committee activities in Nassau County.

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 not exceed **Twenty Four Thousand Eight Hundred Dollars ($24,800.00)** payable as per the attached program budget attached hereto as "Appendix B." (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and U attached hereto and with 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, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has

the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and,

further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations."

Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old

Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. 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.
If the Contractor is a not-for-profit, religious or charitable organization or a governmental entity and the Contractor requests that the charge be waived, then please ask the Deputy County Executive in charge of your vertical to determine whether the charge should be waived.]

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

By: Cynthia Brown
Name: CYNTHIA BROWN
Title: EX. Director
Date: 6/7/2016

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7th day of June in the year 2016 before me personally came Cynthia Brown to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Ex Director of NY Coalition for Trav. Spkg 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

CHRISTOPHER M. BYSTRON
NOTARY PUBLIC, State of New York
No. 01BY6253139
Qualified in Nassau County
Commission Expires May 18, 2018

CHRISTOPHER M. BYSTRON
NOTARY PUBLIC, State of New York
No. 01BY6253139
Qualified in Nassau County
Commission Expires May 18, 2018

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

Contract Proposal

The New York Coalition for Safety Belt Use, Inc./DBA NY Coalition for Transportation Safety will provide services, as requested, regarding the implementation and administration of STOP-DWI related safety programs. The services to be provided by the Contractor will be as follows:

1. Assist with NY State contractual documents that must be submitted to the County for all STOP-DWI related grants.

2. Prepare all cover pages and routing sheets for contracts.

3. Print and/or photocopy all STOP DWI Contracts and mail completed contracts to Nassau County PD and 17 Village Police Departments.

4. Assist the STOP-DWI Coordinator in preparing STOP-DWI grants for submission to the Governor's Traffic Safety Committee for federal fiscal year 10/01/15 through 09/30/16.

5. Assist with implementation of 2016 STOP-DWI grants as regards vouchering and reporting.

6. Respond to constituents' requests.

7. Distribute materials supporting STOP-DWI programs.

8. Provide clerical support.

APPENDIX B

NY Coalition for Transportation Safety
Traffic Safety/STOP DWI
Education Administration Program
01/01/16-12/31/16

Budget

Personal Services

Traffic Safety Educator 343 hours @ $35 p/hr	$12,400.00
Administrator 600 hours @ $20.00 p/hr	$12,400.00
TOTAL BUDGET	**$24,800.00**

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 Contractor is:

Cynthia Brown _____ (Name)

[redacted] _____ (Address)

[redacted] _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to

the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/7/2016
Dated

Cynthia Brown
Signature of Chief Executive Officer

Cynthia Brown
Name of Chief Executive Officer

Sworn to before me this

7 day of June, 2016

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044039
Qualified in Nassau County
Commission Expires May 22, 2018