

1. Committee Agendas

Documents:

[PS-12-5-16.PDF](#)
[PL-12-5-16.PDF](#)
[H-12-5-16.PDF](#)
[PW-12-5-16.PDF](#)
[MA-12-5-16.PDF](#)
[TV-12-5-16.PDF](#)
[VS-12-5-16.PDF](#)
[R-12-5-16.PDF](#)
[E-12-5-16.PDF](#)
[F-12-5-16.PDF](#)
[GS-12-5-16.PDF](#)

2. Contracts

Documents:

[E-262-16 NCWEB.PDF](#)
[E-257-16 NCWEB.PDF](#)
[E-258-16 NCWEB.PDF](#)
[E-259-16 NCWEB.PDF](#)
[E-260-16 NCWEB.PDF](#)

3. Addendum

Documents:

[PS-12-5-16 AMENDED.PDF](#)

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE** WILL HOLD **COMMITTEE MEETINGS OF THE LEGISLATURE ON MONDAY, DECEMBER 5, 2016 STARTING AT 1:00 PM** AND WILL HOLD A **FULL SESSION OF THE LEGISLATURE ON WEDNESDAY, DECEMBER 14, 2016 STARTING AT 1:00 PM** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

**FULL LEGISLATIVE
SESSION.....1:00 PM**

COMMITTEE	TIME
RULES	1:00PM

PUBLIC SAFETY	1:00PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00PM
TOWNS, VILLAGES AND CITIES	1:00PM
ECONOMIC & COMMUNITY DEVELOPMENT & LABOR	1:00PM
PUBLIC WORKS AND PARKS 1:00PM	1:00PM
HEALTH AND SOCIAL SERVICES	1:00PM
GOVERNMENT SERVICES AND OPERATIONS	1:00PM
MINORITY AFFAIRS	1:00PM
VETERANS AND SENIOR AFFAIRS	1:00PM
FINANCE	1:00PM

MICHAEL
C.
PULITZER
Clerk of
the
Legislature
Nassau
County,
New York

Dated: November 28, 2016
Mineola, NY

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

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

DECEMBER 5, 2016 1:00 PM

Dennis Dunne - Chairman

Donald MacKenzie - Vice Chairman

Vincent Muscarella

Denise Ford

Laura Curran - Ranking

Kevan Abrahams

Siela A. Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
586-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 586-16(OMB)
589-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 589-16(OMB)
599-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 599-16(OMB)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

DECEMBER 5, 2016 1:00 PM

Laura Schaefer - Chairwoman

Dennis Dunne - Vice Chairman

Denise Ford

Steve Rhoads

– Ranking

Carrié Solages

Laura Curran

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
598-16	PW/RE	PL, F, R	<p><u>ORDINANCE NO. -2016</u></p> <p>AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM HOMES FOR OUR HOMECOMING HEROES, INC. OF CERTAIN PREMISES LOCATED IN THE INCORPORATED VILLAGE OF FREEPORT, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 55, BLOCK 364, LOT 2 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE AND ALL PERTINENT DOCUMENTS IN CONNECTION THERE WITH TO CONSUMATE THE SALE. 598-16(PW/RE)</p>

PLANNING

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE

DECEMBER 5, 2016 1:00 PM

Rose Marie Walker – Chairwoman

C. William Gaylor III – Vice Chairman

Laura Schaefer

James Kennedy

Delia DeRiggi-Whitton – Ranking

Siela A. Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
585-16	OMB	H, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITY SERVICES. 585-16(OMB)
587-16	OMB	H, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITY SERVICES. 587-16(OMB)

**NASSAU COUNTY LEGISLATURE
11th TERM MEETING AGENDA**

**PUBLIC WORKS AND PARKS
COMMITTEE**

DECEMBER 5, 2016 1:00 PM

**Vincent Muscarella – Chairman
Steve Rhoads– Vice Chairman
Donald MacKenzie
C. William Gaylor III
Ellen Birnbaum– Ranking
Laura Curran**

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

PUBLIC WORKS

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

MINORITY AFFAIRS COMMITTEE

DECEMBER 5, 2016 1:00 PM

Steve Rhoads – Chairman

James Kennedy– Vice Chairman

Dennis Dunne

Rose Marie Walker

Siela A. Bynoe – Ranking

Carrié Solages

Laura Curran

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

TOWNS, VILLAGES & CITIES COMMITTEE

DECEMBER 5, 2016 1:00 PM

Donald MacKenzie – Chairman

Laura Schaefer – Vice Chairwoman

Howard Kopel

C. William Gaylor III

Delia DeRiggi-Whitton – Ranking

Laura Curran

Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

**NASSAU COUNTY LEGISLATURE
11TH TERM MEETING AGENDA**

**VETERANS
AND SENIOR AFFAIRS
COMMITTEE**

DECEMBER 5, 2016 1:00 PM

**C. William Gaylor III –Chairman
Rose Marie Walker – Vice Chairwoman
Dennis Dunne
Vincent Muscarella
Carrié Solages- Ranking
Delia DeRiggi-Whitton
Ellen Birnbaum**

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

DECEMBER 5, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicoletto– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
272-16	LE	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION APPOINTING A DEMOCRATIC COMMISSIONER OF ELECTIONS FOR THE COUNTY OF NASSAU. 272-16(LE)
529-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 529-16(OMB)
553-16	CE	R	<u>RESOLUTION NO. - 2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF BAYVILLE IN RELATION TO A PROJECT FOR THE IMPROVEMENT OF LANDSCAPE ISLANDS. 553-16(CE)
554-16	DA	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT BETWEEN THE COUNTY OF NASSAU, AS TENANT AND HEMPSTEAD 9, LLC, AS LANDLORD OF PROPERTY OWNED BY HEMPSTEAD 9, LLC FOR USE BY THE COUNTY OF NASSAU, OFFICE OF THE DISTRICT ATTORNEY. 554-16(DA)
555-16	PW	F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 555-16(PW)
556-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 556-16(AS)

Clerk Item No.	Proposed By	Assigned To	Summary
557-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 557-16(AS)</p>
558-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO RESTORE TAXES ON CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 558-16(AS)</p>
559-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 559-16(AS)</p>

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
560-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 560-16(AS)</p>
561-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 561-16(AS)</p>
562-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 562-16(AS)</p>

Clerk Item No.	Proposed By	Assigned To	Summary
563-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 563-16(AS)</p>
564-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF OYSTER BAY AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF OYSTER BAY FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 564-16(AS)</p>
565-16	AS	F, R	<p><u>RESOLUTION NO. -2016</u></p> <p>A RESOLUTION AUTHORIZING THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN FOR THE TOWN OF NORTH HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF NORTH HEMPSTEAD FOR SURVEY, AND/OR DEMOLITION AND/OR SECURING UNSAFE PREMISES AND/OR CLEARING COSTS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 565-16(AS)</p>

Clerk Item No.	Proposed By	Assigned To	Summary
566-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF OYSTER BAY AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF OYSTER BAY FOR SURVEY, AND/OR DEMOLITION AND/OR SECURING UNSAFE PREMISES AND/OR CLEARING COSTS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 566-16(AS)
567-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR SURVEY, AND/OR DEMOLITION AND/OR SECURING UNSAFE PREMISES AND/OR CLEARING COSTS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 567-16(AS)
568-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR SURVEY, AND/OR DEMOLITION AND/OR SECURING UNSAFE PREMISES AND/OR CLEARING COSTS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 568-16(AS)
569-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 569-16(AS)

Clerk Item No.	Proposed By	Assigned To	Summary
570-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 570-16(AS)
571-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 571-16(AS)
572-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 572-16(AS)
573-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 573-16(AS)
574-16	LE	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION APPOINTING A REPUBLICAN COMMISSIONER OF ELECTIONS FOR THE COUNTY OF NASSAU. 574-16(LE)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
575-16	IT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO ACCEPT A GIFT OFFERED BY A DONOR TO THE DEPARTMENT OF INFORMATION TECHNOLOGY. 575-16(IT)
576-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 576-16(AS)
577-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 577-16(AS)
578-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 578-16(AS)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
579-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 579-16(AS)
580-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 580-16(AS)
581-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO FIX THE TIME AND DATE ON WHICH CONSOLIDATED TAX WARRANTS SHALL BE ISSUED TO THE TOWN AND CITY RECEIVERS OF TAXES FOR THE COLLECTION OF TAXES AND ASSESSMENTS LEVIED BY THE NASSAU COUNTY LEGISLATURE AND EXTENDED BY THE COUNTY ASSESSOR: PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 581-16 (AS)
583-16	CE	R	<u>RESOLUTION NO. - 2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE CARLE PLACE UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO REHABILITATE AND REFURBISH A WEIGHT ROOM. 583-16(CE)

Clerk Item No.	Proposed By	Assigned To	Summary
585-16	OMB	H, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITY SERVICES. 585-16(OMB)
586-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 586-16(OMB)
587-16	OMB	H, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITY SERVICES. 587-16(OMB)
588-16	OMB	F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 588-16(OMB)
589-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 589-16(OMB)
590-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 590-16(OMB)
591-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 591-16(OMB)
592-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 592-16(OMB)
593-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 593-16(OMB)
594-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 594-16(OMB)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
595-16	PK	F, R	<u>RESOLUTION NO. - 2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LEVITTOWN POST 1711, INC., THE AMERICAN LEGION. 595-16(PK)
596-16	PK	F, R	<u>RESOLUTION NO. - 2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE WEST END NEIGHBORS CIVIC ASSOCIATION. 596-16(PK)
597-16	PK	F, R	<u>RESOLUTION NO. - 2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LEVITTOWN HISTORICAL SOCIETY, INC. 597-16(PK)
598-16	PW/RE	PL, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM HOMES FOR OUR HOMECOMING HEROES, INC. OF CERTAIN PREMISES LOCATED IN THE INCORPORATED VILLAGE OF FREEPORT, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 55, BLOCK 364, LOT 2 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE AND ALL PERTINENT DOCUMENTS IN CONNECTION THERE WITH TO CONSUMATE THE SALE. 598-16(PW/RE)
599-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 599-16(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
600-16	AS	F, R	<u>PROPOSED LOCAL LAW -2016</u> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO THE VERIFICATION OF SECTION, BLOCK AND LOT INFORMATION IN INSTRUMENTS PRESENTED FOR RECORDING. 600-16(AS)
E-257-16	TV	R	<u>RESOLUTION NO. -2016</u> 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 TRAFFIC AND PARKING VIOLATIONS AGENCY, AND RTR FINANCIAL SERVICES, INC. E-257-16
E-258-16	IT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND INFOSYS INTERNATIONAL, INC. E-258-16
E-259-16	PK	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE MUSEUMS AT MITCHEL D/B/A CRADLE OF AVIATION MUSEUM. E-259-16
E-260-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND NELSON & POPE ENGINEERS & SURVEYORS, PLLC. E-260-16
E-262-16	AT	R	<u>RESOLUTION NO. -2016</u> 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 ULTIMATE PROCESS SERVICE, INC. E-262-16
			THE FOLLOWING ITEMS MAY BE UNTABLED

Clerk Item No.	Proposed By	Assigned To	Summary
A-4-16	PR	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-56-16	AT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-56-16
E-66-16	AT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-66-16
E-182-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND D & B ENGINEERS AND ARCHITECTS, P.C. E-182-16
E-188-16	AT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN OUTSIDE COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND RIVKIN RADLER, LLP. E-188-16

E-204-16	IT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND UNIVERSAL MANAGEMENT TECHNOLOGY SOLUTIONS, INC. E-204-16
E-217-16	IT	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND AMERICAN COMMUNICATIONS INDUSTRIES. E-217-16
E-245-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC. E-245-16
U-16-16	AT	R	<u>RESOLUTION NO. -2016</u> 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 NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C. U-16-16
U-64-16	AT	R	<u>RESOLUTION NO. -2016</u> 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 RIVKIN RADLER, LLP. U-64-16
U-81-16	SS	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND LONG ISLAND MARRIOTT HOTEL & CONFERENCE CENTER. U-81-16

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
U-82-16	HS	R	<u>RESOLUTION NO. -2016</u> 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 SENIOR CITIZEN AFFAIRS AND THE LONG ISLAND MARRIOTT. U-82-16

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

ECONOMIC & COMMUNITY DEVELOPMENT & LABOR COMMITTEE

DECEMBER 5, 2016 1:00 PM

Denise Ford – Chairwoman
Howard Kopel– Vice Chairman
James Kennedy
Steven Rhoads
Carrié Solages – Ranking
Siela A. Bynoe
Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

FINANCE COMMITTEE

DECEMBER 5, 2016 1:00 PM

Richard Nicoletto – Chairman

Vincent Muscarella – Vice Chairman

Rose Marie Walker

Donald MacKenzie

Ellen Birnbaum

Laura Curran

Siela A. Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
529-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 529-16(OMB)
554-16	DA	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT BETWEEN THE COUNTY OF NASSAU, AS TENANT AND HEMPSTEAD 9, LLC, AS LANDLORD OF PROPERTY OWNED BY HEMPSTEAD 9, LLC FOR USE BY THE COUNTY OF NASSAU, OFFICE OF THE DISTRICT ATTORNEY. 554-16(DA)
555-16	PW	F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 555-16(PW)
556-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 556-16(AS)
557-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 557-16(AS)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
558-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO RESTORE TAXES ON CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 558-16(AS)
559-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 559-16(AS)
560-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 560-16(AS)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
561-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 561-16(AS)
562-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 562-16(AS)
563-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 563-16(AS)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
564-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF OYSTER BAY AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF OYSTER BAY FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 564-16(AS)
565-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN FOR THE TOWN OF NORTH HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF NORTH HEMPSTEAD FOR SURVEY, AND/OR DEMOLITION AND/OR SECURING UNSAFE PREMISES AND/OR CLEARING COSTS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 565-16(AS)
566-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF OYSTER BAY AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF OYSTER BAY FOR SURVEY, AND/OR DEMOLITION AND/OR SECURING UNSAFE PREMISES AND/OR CLEARING COSTS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 566-16(AS)
567-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR SURVEY, AND/OR DEMOLITION AND/OR SECURING UNSAFE PREMISES AND/OR CLEARING COSTS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 567-16(AS)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
568-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR SURVEY, AND/OR DEMOLITION AND/OR SECURING UNSAFE PREMISES AND/OR CLEARING COSTS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 568-16(AS)
569-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 569-16(AS)
570-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 570-16(AS)
571-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 571-16(AS)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
572-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 572-16(AS)
573-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE ASSESSOR OF THE COUNTY OF NASSAU TO EXTEND ON THE ANNUAL ASSESSMENT ROLL OF THE COUNTY OF NASSAU FOR THE YEAR TWO THOUSAND AND SEVENTEEN, FOR THE TOWN OF HEMPSTEAD AMOUNTS ASSESSED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD FOR CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS; PURSUANT TO THE TOWN LAW AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 573-16(AS)
576-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 576-16(AS)
577-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 577-16(AS)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
578-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 578-16(AS)
579-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 579-16(AS)
580-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE COUNTY ASSESSOR ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 580-16(AS)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
581-16	AS	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO FIX THE TIME AND DATE ON WHICH CONSOLIDATED TAX WARRANTS SHALL BE ISSUED TO THE TOWN AND CITY RECEIVERS OF TAXES FOR THE COLLECTION OF TAXES AND ASSESSMENTS LEVIED BY THE NASSAU COUNTY LEGISLATURE AND EXTENDED BY THE COUNTY ASSESSOR: PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 581-16 (AS)
585-16	OMB	H, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITY SERVICES. 585-16(OMB)
586-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY’S OFFICE. 586-16(OMB)
587-16	OMB	H, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITY SERVICES. 587-16(OMB)
588-16	OMB	F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 588-16(OMB)
589-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY’S OFFICE. 589-16(OMB)
590-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 590-16(OMB)
591-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 591-16(OMB)
592-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 592-16(OMB)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
593-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 593-16(OMB)
594-16	OMB	F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 594-16(OMB)
595-16	PK	F, R	<u>RESOLUTION NO. - 2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LEVITTOWN POST 1711, INC., THE AMERICAN LEGION. 595-16(PK)
596-16	PK	F, R	<u>RESOLUTION NO. - 2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE WEST END NEIGHBORS CIVIC ASSOCIATION. 596-16(PK)
597-16	PK	F, R	<u>RESOLUTION NO. - 2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LEVITTOWN HISTORICAL SOCIETY, INC. 597-16(PK)
598-16	PW/RE	PL, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM HOMES FOR OUR HOMECOMING HEROES, INC. OF CERTAIN PREMISES LOCATED IN THE INCORPORATED VILLAGE OF FREEPORT, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 55, BLOCK 364, LOT 2 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE AND ALL PERTINENT DOCUMENTS IN CONNECTION THERE WITH TO CONSUMATE THE SALE. 598-16(PW/RE)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
599-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 599-16(OMB)
600-16	AS	F, R	<u>PROPOSED LOCAL LAW -2016</u> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO THE VERIFICATION OF SECTION, BLOCK AND LOT INFORMATION IN INSTRUMENTS PRESENTED FOR RECORDING. 600-16(AS)

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

GOVERNMENT SERVICES & OPERATIONS COMMITTEE

DECEMBER 5, 2016 1:00 PM

James Kennedy – Chairman

Denise Ford – Vice Chairwoman

Richard Nicoletto

Laura Schaefer

Siela A. Bynoe– Ranking

Carrié Solages

Ellen Birnbaum

Michael C. Pulitzer, Clerk of the Legislature

THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME



E-262-16

Contract Details

SERVICES: Process servers

NIFS ID #: CLAT16000034

NIFS Entry Date: 10/05/16

Term: 8/31/2004-12/31/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment #14 <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name Ultimate Process Service, Inc. (Craig L. Eisenberg)	Vendor ID# [REDACTED]	Department Contact Jaclyn Delle	
Address 585 Stewart Avenue Suite LL16 Garden City, NY 11530	Contact Person Craig L. Eisenberg	Address 1 West St. Mineola, New York 11501	
	Phone (516) 333-3447	Phone (516) 571-3034	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		[Signature]	
10/7/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	10/7/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
10/18/16	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	10/18/16	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	10/19/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Leg. Affairs	Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>			



Contract Summary

Description: Amendment to contract

Purpose: Amendment to contract to provide service of legal process in connection with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings. The amendment extends the term to 12/31/16 and increases the maximum amount by \$100,000.

Method of Procurement: Contract amendment. Please see procurement history below. The department has determined that since the services performed have been satisfactory, and the rates are the same, which remain competitive, the contract would be further extended while the department initiates a new Request for Proposals for these services.

Procurement History: The original contract was obtained by soliciting proposals from ten process servers. The County Attorney's Office subsequently issued an RFP in the fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Summit Security Services of Melville, Profession Service Investigations, Inc. of East Meadow, and Ultimate Process Servers of Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was in the best interest of the County. The 2007 proposal from Ultimate Process did not raise fees from the time of the original contract in 2004. The services have been satisfactory.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$100,000 increase, with an initial partial encumbrance of \$25,000.

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 <input type="checkbox"/>	XXXXXXXX
County	\$25,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$25,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$25,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$25,000.00

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
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Ultimate Process Service, Inc. (CLAT16000033)

2. Dollar amount requiring NIFA approval: \$ 100,000.00

Amount to be encumbered: \$ 25,000.00

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: 08/31/2004-12/31/2016

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Commenced prior to full approval to provide these important services.

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % ☐
☐ Other State % ☐
County % ☐

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

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

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

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

This is an amendment to a contract for service of process in connection with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings. This amendment extends the term until 12/31/2016 and increases the maximum amount by \$100,000.

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


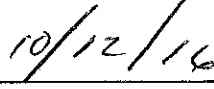
Date of approval(s) and citation to the resolution where approval for this item was provided:

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

CQSS12000121 \$90,000

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	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 NASSAU COUNTY ATTORNEY'S OFFICE, AND ULTIMATE PROCESS SERVICE, INC.

~~REDACTED~~

WHEREAS, the County has negotiated an amendment to a personal services agreement with Ultimate Process Service, Inc. to serve legal process in association with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings, 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 Ultimate Process Service, 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: Ultimate Process Service, Inc. (Craig L. Eisenberg)
(CLAT16000034)

CONTRACTOR ADDRESS: 585 Stewart Ave., Suite LL16, Garden City NY 11530

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

The contract was originally executed by Nassau County on October 12, 2004., and amended thereafter. 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). It was determined that because services performed have been satisfactory and the rates are the same, which remain competitive, the contract would be further extended. The original contract was entered into after soliciting proposals from ten process servers. Prior to issuing this amendment, the County Attorney's Office issued an RFP in the fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Summit Security Services of Melville, Professional Service Investigations, Inc. of East Meadow, and Ultimate Process Servers of Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was in the best interest of the County, as the 2007 proposal from Ultimate Process did not raise fees from the time of the original contract in 2004. The services have been satisfactory.

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



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

AMENDMENT NO. 14

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) Ultimate Process Service, Inc., a New York State corporation, with an office located at 585 Stewart Avenue, Suite LL-16, Garden City, New York 11530 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT04000038 between the County and the Contractor, executed on behalf of the County on October 12, 2004, and as amended thereafter (the "Original Agreement"), the Contractor performs certain services for the County in connection with serving legal process in association with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings, 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 August 31, 2004 until December 31, 2015, provided that the Original Agreement can be extended upon the mutual written consent of both parties (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Ninety Thousand Dollars (\$790,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to extend the Original Term and increase the Maximum Amount.

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

1. Term Extension. The Original Agreement shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Thousand Dollars (\$100,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Contractor as full consideration for all Services provided under the Amended Agreement shall be Eight Hundred Ninety Thousand Dollars (\$890,000.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance will be Twenty-five Thousand Dollars (\$25,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. 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 Effective Date.

ULTIMATE PROCESS SERVICE, INC.

By: _____

Name: _____

Title: _____

Date: _____

[Signature]
Cathy Eison
Owner
10/3/16

NASSAU COUNTY

By: _____

Name: _____

Title: _____



Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 3 day of OCTOBER in the year 2016 before me personally came Gabe Eisenberg 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 OWNER of ULTIMATE PROCESS SERVICE, 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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 3rd day of October in the year 2016 before me personally came Gabe Eisenberg 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

Alexander James
Notary Public, State of New York
Registration No. 01JA6029931
Qualified in Nassau County
Commission Expires August 30, 2017



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: 10/3/16

Vendor: CRAC ELSON BORG d/b/a ULTIMATE
Signed: [Signature] PROCESS
Print Name: CRAC ELSON BORG SERVICE
Title: OWNER

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 CRAIG EISENBERG
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 585 STEWART AVE LL16
City/state/zip GARDEN CITY, NY 11530
Telephone 516-333-3447
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) SOLE OWNER
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. 100% OWNER
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.

[REDACTED]

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. COUNT NASSAU D.S.S.

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

Sworn to before me this 3 day of OCTOBER 2016

Notary Public

Alexander James
Notary Public, State of New York
Registration No. 01JA6029931
Qualified in Nassau County
Commission Expires August 30, 2017

CRALC EISENBERG dba
ULTIMATE PROCESS SERVICE

Name of submitting business

CRALC EISENBERG

Print name

[Signature]
Signature

OWNER

Title

10.3.16

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: 10/3/16

- 1) Proposer's Legal Name: CRAIG EISENBORG dba ULTIMATE PROCESS SERVICE
2) Address of Place of Business: 585 STEWART AVE STELLIG GARDEN CITY, NY 11530

List all other business addresses used within last five years:

293 CASTLE AVE WESTBURY, NY 11530

3) Mailing Address (if different): _____

Phone: 516-333-3447

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: NONE

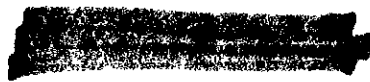
5) Federal I.D. Number: [REDACTED]

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 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 WOULD CONTACT THE COUNTY SHOULD A POTENTIAL CONFLICT ARISE AND AWAIT FURTHER INSTRUCTION.

- 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 FELDER + FELDER
Contact Person Craig Felder
Address 900 Monarchs Concourse Ste 305
City/State WESTBURY N.Y. 11590
Telephone 516-272-2626
Fax # 516-272-2651
E-Mail Address CRF@FELDERLAW.COM

Company Vaughn WEBER + PRAKOPF
Contact Person John WEBER
Address 393 Jericho Tpke STE 208
City/State MINGO LA, NY 11501
Telephone 516-858-2620
Fax # 516-858-5975
E-Mail Address JWEBERjd@GMAIL.COM

Company BOAL + BOAL
Contact Person CAROL BEAL
Address 34 Birchwood Park Crescent
City/State Jericho N.Y. 11753
Telephone 516-938-0877
Fax # 516-681-2161
E-Mail Address CAROL@BOALANDBOAL.COM

CERTIFICATION

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

Sworn to before me this 3 day of OCTOBER 2016

Notary Public

Alexander James
Notary Public, State of New York
Registration No. 01JA6029931
Qualified in Nassau County
Commission Expires August 30, 2017

Name of submitting business:

By:

Print name

Signature

Title

Date

Delle, Jaclyn

Subject: FW: Nassau County contract amendment

From: Craig E [mailto:ultiserver@gmail.com]
Sent: Tuesday, November 15, 2016 11:48 AM
To: Delle, Jaclyn <JDelle@nassaucountyny.gov>
Cc: Juliya Maiouchkina <juliyamai@gmail.com>
Subject: Re: Nassau County contract amendment

(i)Date of formation
January 1991

(ii)Craig Eisenberg(owner)
[REDACTED]
[REDACTED]

(iii)Same as above

(iv)State of New York

(v)Process servers are independent contractors and 2 support staff

(vi)Annual revenue 500,000

(vi)We have been in business for for more then 20 years. We have had this contract as well as other County of Nassau contracts. We serve process for Town of Babylon and the Village of Lindenhurst.

(vii)We have over 100 clients from sole proprietors to large law firms. The types of work include all types of "Process"

I personally have received Certificates of recognition from the Pro Bono Society of the Nassau County Bar association.

(viii) there are no state or local licenses or permits required. I did include my current certificate of insurance.

B Nearly 25 years in business as Craig Eisenberg dba Ultimate Process Service, Ultimate Process Service, Inc. and or Ultimate Process & Attorney Services, Inc

On Thu, Nov 10, 2016 at 8:44 AM, Delle, Jaclyn <JDelle@nassaucountyny.gov> wrote:

1000

COUNTY OF NASSAU

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

1. Name of the Entity: CRAG EISENBERG dba ULTIMATE PROCESS SERVICE

Address: 585 STEWART AVE L116

City, State and Zip Code: GARDEN CITY, N.Y. 11530

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):

CRAG EISENBERG OWNER (100%)
[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.

CRAG EISENBERG owner (100%)
[REDACTED]

[REDACTED]

[REDACTED]

[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: 10/3/16

Signed:

Print Name:

CRISTE EISENBORG

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.

Contract ID# COAT04000038Department: County Attorney

Contract Details

SERVICE process serverNIFS ID #: COAT04000038 NIFS Entry Date: Sept. 10, 2004 Term: from Mar. 31 to Dec. 31, 2004.

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Ultimate Process Service, Inc. Craig L. Eisenberg, president	Vendor ID# <u>[REDACTED]</u>
Address 293 Castle Avenue Westbury	Contact Person Craig L. Eisenberg Phone 516-333-3447

County Department	
Department Contact Barbara E. Van Riper, Esq. Office of the County Attorney	Address 1 West Street, Mineola Phone 571-3032

Routing Slip

DATE REC'D	DEPARTMENT	Internal Verification	DATE APPROVED	SIGNATURE	App. Approval Required
9/17/04	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	9/17/04	[Signature]	
9/20	OMB	NIFS Approval	9/20/04	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
	Vertical DCD	NIFS Approval			
	Department	NIFS Appvl (Dept. Head)			
9/20/04	County Attorney	CA RE&I Verification	9/20/04	[Signature]	
	County Attorney	CA Approval as to form	9/20/04	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Leg	Leg			
	Legislative Affairs	Fwd'd Original K to CA			
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval	9/20/04	[Signature]	
	County Comptroller	NIFS Approval	9/20/04	[Signature]	
	County Executive	Notarization	9/20/04	[Signature]	

the authors of the book. We would like to thank the referees for their comments and suggestions, which have improved the manuscript. We would also like to thank the editor for his/her comments and suggestions, which have improved the manuscript.

consequently the total field E is the sum of the two fields:

interests in specific vehicles subject to forfeiture by the County because they were operated in violation of NY's Penal Law § 1492

Impact on Funding: Price Analysis: The contract provides for \$25 for routine service in Nassau, Suffolk and the five boroughs of the City of New York, \$65 for routine service in Westchester and Rockland Counties, \$100 for service in New York State north of Rockland County and \$125 for service outside of New York State.

Change in Contract from Prior Procurement: Not applicable.

Recommendation: Approve as submitted.

BUDGET CODES	
Fund:	Gen
Control:	10
Resp:	1600
Object:	DE
Transaction:	

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1000 / DE 502	\$ 20,000
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 20,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

[Signature] 9/20/04
Date:

Contract ID#: COAT04000038



Department: County Attorney

NIPS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIPS <u>COAT04000038</u>		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged		Name	
Issue <u>BA</u>		Name <u>[Signature]</u>		Date	
Date <u>9/28/04</u>		Date <u>9/28/04</u>		E #: <u>[Signature]</u> (For Office Use Only)	

...at ...
...principal office at ...
...the Nassau County Attorney, ...
...Department", and the OFFICIAL PROCEEDING SERVICE, ...
...principal office at ...

ARTICLE II

WHEREAS the County Attorney desires 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 August 31, 2004, and terminate on December 31, 2004. This Agreement can be extended upon the mutual written consent of both parties.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program, filing of affidavits of service and providing copies of the affidavits of service to the Office of the County Attorney. Services performed by the Contractor under this Agreement shall not include the filing of summonses and complaints or the purchasing of index numbers. (The services contemplated under this Agreement, the "Services").

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 Twenty Thousand dollars (\$20,000.00), payable as follows: Twenty Five dollars (\$25.00) for service that does not include service for "bad addresses" or "postal searches" ("Routine Service") in Nassau County, Suffolk County, the five boroughs of the City of New York; Sixty Five dollars (\$65.00) for Routine Service in Westchester and Rockland Counties; One Hundred dollars (\$100.00) maximum for service in upstate New York (within New York north of Rockland County); and One Hundred Twenty Five (\$125.00) dollars for service out of New York State; Twenty dollars (\$20.00) for instances of "bad addresses," and Twenty dollars (\$20.00) for "postal searches." There shall be no charge for the filing of affidavits or for picking up the documents to be served.

As used in this Agreement (i) "bad addresses" shall mean incorrect addresses given to the Contractor for the purpose of serving process on individuals, persons or other entities named by the County and (ii) "postal searches" shall mean the search for change of address information for bad addresses.

(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, 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 U attached hereto. 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.

...from the local state department charged with law enforcement. The Contractor shall be performed where criminal history record retrieval, prevention of a crime from occurring, or supervised or regular and substantial contact with minors. Within two (2) business days of a change, that involve adding or removing personnel, who have unannounced or substantial contact with minors, the Contractor shall notify the Department head of such addition or removal in writing, and the basis for such addition or removal. Failure to comply with a lawful order of a Department head to remove personnel from duty shall constitute a material breach of the contract.

(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 the Contractor's Information in the County's possession may be subject to disclosure and release 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 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.

(c) 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.

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 (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

... and for that purpose, 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 or not requested, in order to substantiate all claims and to respond to any audit or investigation by the County. The failure of the Contractor to maintain the said records shall constitute a breach of this Agreement upon which the County reserves the right to terminate the Agreement immediately 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 otherwise subordinated, (ii) waived, or (iii) 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.

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. 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

16. All Legal Provisions Deemed Included. Severability. Supremacy. To the extent that any provision of this Agreement is not inserted into or referred to by this Agreement is not included in part of this Agreement. If any such provision is not inserted or referenced or is not included or referenced in correct form then (i) such provision shall be deemed inserted into or referenced in 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. 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.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred and fifty dollars (\$150) 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.

CLIMATE PROTECT FUND INC

By:

Name: Carol E. Addison

Title: President

Date: August 11, 2004

MASSACHUSETTS

By:

Name: ANTHONY CANCELLIERI

Title: Deputy County Executive

Date: 10/12/04

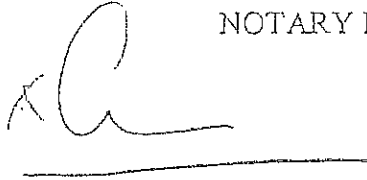
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

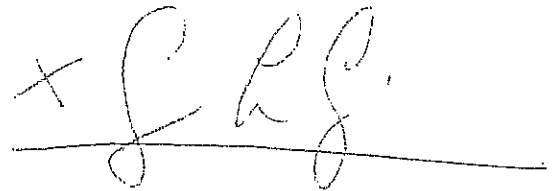
)ss.:

COUNTY OF NASSAU)

On the 3 day of SEPTEMBER in the year 2004 before me personally came DAK L. ELSTABER 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 ULTIMATE PROCESS SERVICE, 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.



ALAN LEIBOWITZ
Notary Public, State of New York
No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2008



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 12th day of October in the year 2004 before me personally came Anthony Cancellieri 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

GERTRUDE MAYO
Notary Public, State of New York
No. 4827125
Qualified in Nassau County
Commission Expires Feb. 28, 2007

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS
WITH RESPECT TO THE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

Enacted by the Nassau County Legislature on December 12, 2003

Chapter 10, Section 9, amended (10)

The same is law on December 12, 2003 with the approval of the Nassau County Executive

BE IT ENACTED by the Nassau County Legislature as follows:

The Miscellaneous Laws of Nassau County are amended by adding a new title to read as follows:

Title 36

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1 Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:
 - 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
 - 2.) whether to become a member of any labor organization.
- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

- I.) "Non-Intimidation Agreements" shall mean a written agreement requiring the parties to an agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- J.) "Personnel Services Contract" shall mean a County contract that is reimbursed by the County at the rate of \$100.00 per hour for the provision of services for mental health care and treatment services to the mentally ill and developmentally disabled, aged, blind and other care and treatment services of the County.
- K.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- L.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.
- M.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- N.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- O.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.

- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

- A) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.

Each County contractor shall account for funds spent on a contract, determine a pro-rata share of the total cost of the contract, and the allocation of funds.

- (A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- (B) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro-rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- (C) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro-rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- (D) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
 - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
 - 2.) allowing a labor organization or its representative's access to the employer's facility or property;

- 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
- 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency, Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
 - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
 - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
 - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;

and every County contractor shall adopt any or all of the above procedures or their functional equivalent to ensure the efficient and quality procurement of goods and services to the County. The contractor shall include a list of said procedures in its certification.

- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, a fair communication agreement, non-intimidation agreement, and a property authorization card agreement.
- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

§ 7. Penalties.

- A.) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

§8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.



OFFICE OF THE COMPTROLLER

People's Court Road
Manhasset Neck, New York 11040

COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

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].

_____ [list members]

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, or an amendment within the scope of, that contract (copies of the relevant pages of the contract are attached). The original contract was entered into after _____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.]

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.

VI. () This is a human services contract with a not-for-profit agency, and I.-V. above do not apply. Attached is a memorandum that explains the reasons for entering into this contract.

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.



Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: 8/02

RESOLUTION

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 COUNTY ATTORNEY'S OFFICE AND
ULTIMATE PROCESS SERVICE, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5-11-05
VOTING
ayes 8 nays 0 abstained 0 recused 0
Legislators present: 8

WHEREAS, the County on behalf of the Nassau County Attorney's
Office, has negotiated an amendment to a personal services agreement with
Ultimate Process Service, Inc. to provide service of legal process, 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 the agreement with Ultimate Process Service, Inc.

THOMAS R. SUOZZI
County Executive



LORNA B. GOODMAN
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

April 13, 2005

Ultimate Process Service, Inc.
293 Castle Avenue
Westbury, NY 11590

Attn: Craig L. Eisenberg

Re: Contract # CQAT04000038
Amendment to Agreement

Dear Mr. Eisenberg.

Reference is made to the agreement dated as of August 31, 2004, between Nassau County (the "County") and Ultimate Process Service, Inc. (the "Firm"), pursuant to which the Firm, inter alia, serves legal process in connection with the Nassau County Misdemeanor Vehicle Forfeiture Program ("Agreement").

Please allow this letter to serve as an agreement to amend the following terms of the Agreement in the following ways:

- (A) The Term of the Agreement shall be extended so as to terminate not later than December 31, 2005.
- (B) Increase by Seventy-Five Thousand Dollars (\$75,000.00) the aggregate sum set forth in the Agreement to an amount, including disbursements, not to exceed Ninety-Five Thousand Dollars (\$95,000.00).
- (C) The Firm agrees to pay the County an administrative service charge of Two Hundred Fifty (\$250.00) Dollars 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 Counsel upon signing this Agreement.

In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

and the amendment
to the original order.

ULTIMATE PROCESS SERVICE, INC.

By:

Name:

Title:

Date:

GRACE L. HILL

PRINCIPAL

APR 20, 2005

NASSAU COUNTY

By:

Name:

Title:

Date:

ANTHONY CANIELLIERI

Deputy County Executive

5/27/05

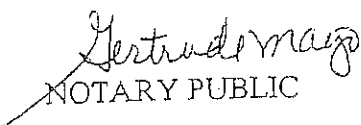
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 27th day of MAY in the year 2005 before me personally came ANTHONY CANCELLERI 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

GERTRUDE MAYO
Notary Public, State of New York
No. 4827125
Qualified in Nassau County
Commission Expires Feb. 28, 2007

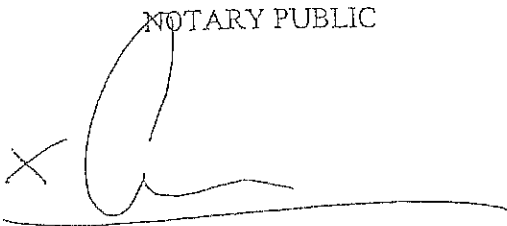
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20 day of APRIL in the year 2005 before me personally came CRAIG L. EISENBERG 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 ULTIMATE PROCESS SERVICE, 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



ALAN LEICOVITZ
Notary Public, State of New York
No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2005

CONTRACT FOR SERVICES

THIS CONTRACT is made this 27th day of August, 2004, by and between the County of Nassau, New York, a political subdivision of the State of New York, hereinafter referred to as the "County", acting on behalf of the Nassau County Attorney, having its principal office at One West Street (the "Department"), and ON ULTIMATE PROCESS SERVICE, INC., a New York State corporation, having its principal office at 292 Castle Avenue, Westbury, New York 11591 (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;

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 August 31, 2004, and terminate on December 31, 2004. This Agreement can be extended upon the mutual written consent of both parties.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program, filing of affidavits of service and providing copies of the affidavits of service to the Office of the County Attorney. Services performed by the Contractor under this Agreement shall not include the filing of summonses and complaints or the purchasing of index numbers. (The services contemplated under this Agreement, the "Services").

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 Twenty Thousand dollars (\$20,000.00), payable as follows: Twenty Five dollars (\$25.00) for service that does not include service for "bad addresses" or "postal searches" ("Routine Service") in Nassau County, Suffolk County, the five boroughs of the City of New York; Sixty Five dollars (\$65.00) for Routine Service in Westchester and Rockland Counties; One Hundred dollars (\$100.00) maximum for service in upstate New York (within New York north of Rockland County); and One Hundred Twenty Five (\$125.00) dollars for service out of New York State; Twenty dollars (\$20.00) for instances of "bad addresses," and Twenty dollars (\$20.00) for "postal searches." There shall be no charge for the filing of affidavits or for picking up the documents to be served.

As used in this Agreement (i) "bad addresses" shall mean incorrect addresses given to the Contractor for the purpose of serving process on individuals, persons or other entities named by the County and (ii) "postal searches" shall mean the search for change of address information for bad addresses.

Contract ID#: CQAT04000038



Department: AT

E-96-05

Contract Details

SERVICE Process ServersNIFS ID # CLAT05000019 NIFS Entry Date: 6/17/05 Term: from 8/31/04 to 12/31/05

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

(Both on vendor name)

Vendor	
Name Craig L. Eisenberg Ultimate Process Service, Inc.	Vendor ID# 122628722-01
Address 293 Castle Avenue Westbury, NY	Contact Person Craig L. Eisenberg Phone 516-333-3447

County Department
Department Contact Meredith A. Feinman
Address 1 West Street
Phone 571-3012

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/>	6/17	M. Feinman	
6/27/05	OMB	NIFS Approval <input checked="" type="checkbox"/>	6/27/05	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/24/05	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	6/24/05	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/24	[Signature]	
	Legislative Affairs	Fw'd Original Contract to CA <input checked="" type="checkbox"/>	6/21/05	M. Gottlieb	
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>				Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	7/14	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	7/15	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>		[Signature]	



000000

ADVISEMENT INFORMATION

Description: Contract amendment for services of attorneys and court reporters.

Purpose: To continue to provide service of legal process in connection with the Misdemeanor DWI Vehicle Forfeiture Program.

Method of Procurement: The contract was obtained by soliciting proposals from ten process servers.

Procurement History: This is an amendment of a contract for legal process servers in connection with the Misdemeanor DWI Vehicle Forfeiture Program now being handled by the Office of the County Attorney.

Description of General Provisions: Routine service of process in Nassau, Suffolk and the five boroughs of New York City: \$25, routine service of process in Westchester and Rockland: \$65, out of state or upstate service of process: \$125 (maximum), bad addresses: \$20, postal searches: \$20, no charge for filing affidavits.

Impact on Funding / Price Analysis: \$80,000

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund.	ATGEN
Control	10
Resp.	1000
Object	DE
Transaction	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1000/DE502	\$80,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$80,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

INSURANCE SECTION

Date:

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unexpended balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date
Date	Date	For Office Use Only
8/24/05	8/26/05	E #:

E-9605
RULES RESOLUTION NO. 143 2005

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 COUNTY ATTORNEY, AND ULTIMATE PROCESS SERVICE, INC., FOR PROCESS SERVERS IN CONNECTION WITH THE MISDEMEANOR DWI VEHICLE FORFEITURE PROGRAM.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-11-05
VOTING:
ayes 9 nays — abstained — recused —
Legislators present: 9

WHEREAS, the County has negotiated an amendment to a personal services agreement Ultimate Process Service, Inc., to provide process servers in connection with the Misdemeanor DWI Vehicle Forfeiture 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 authorizes the County Executive to execute the said amendment to the agreement with Ultimate Process Service, Inc.



COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

June 16, 2005

Ultimate Process Service, Inc.
100 Main Street
Webster, NY 11590

Attn: Craig T. Eisenberg

Re: Contract # CQA104000038
Amendment to Agreement

Dear Mr. Eisenberg,

Reference is made to the agreement dated as of August 31, 2004, as amended, between Nassau County (the "County") and Ultimate Process Service, Inc. (the "Firm"), pursuant to which the Firm, inter alia, serves legal process in connection with the Nassau County Misdemeanor Vehicle Forfeiture Program ("Agreement").

Please allow this letter to serve as an agreement to amend the following terms of the Agreement in the following ways:

- (A) The Term of the Agreement shall be extended so as to terminate not later than December 31, 2005.
- (B) Increase by Eighty Thousand Dollars (\$80,000.00) the aggregate sum set forth in the Agreement to an amount, including disbursements, not to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00).
- (C) The Firm agrees to pay the County an administrative service charge of Two Hundred Fifty (\$250.00) Dollars 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 Counsel upon signing this Agreement.

In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

All other terms and conditions of the Agreement will remain in full force and effect.

Please evidence your agreement to this amendment by countersigning this letter in the space provided below, whereupon this letter agreement will serve as an Amendment to the Agreement.

ULTIMATE PROCESS SERVICE, INC.

By: 

Name: CRAG L. EISENBERG

Title: PRESIDENT

Date: JUNE 20, 2005

NASSAU COUNTY

By: 

Name: ANTHONY CANCELLIERI

Title: Deputy County Executive

Date: 8/30/05

PLEASE EXECUTE IN BLUE INK.

[illegible]

GERALD H. MAYO
 Notary Public in and for New York
 No. 3721125
 Qualified in Nassau County
 Commission Expires Feb. 28, 2007

155.

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 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 the corporation.

3

STATE OF NEW YORK)

)ss.:

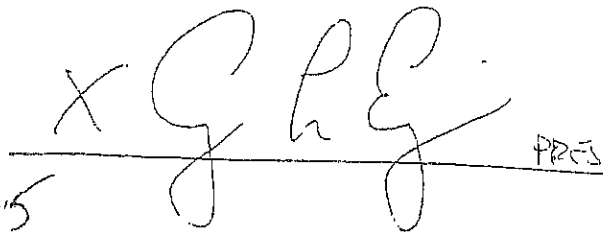
COUNTY OF NASSAU)

On the 20 day of JUNE in the year 2005 before me personally came CRALC L. EISENBERG 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



ALAN L. JOHNSON
Notary Public, State of New York
No. 01LE6029031
Qualified in Nassau County
Commission Expires August 30, 2005

 PRCS

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 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

E-8-06

☒ Original
☐ Copy
☐ Duplicate
☐ Blanket Resolution
☐ Indemnity Paper

☐ Approved
☐ Disapproved
☐ Wholly Owned
☐ Jointly Owned

Agency Information

Vendor		County Department
Craig L. Eisenberg Ultimate Process Service, Inc. Address:	122628/12-01 Contact Person Craig L. Eisenberg Phone 516-333-1447	Meredith A. Feenan Address 1 West Street Phone 571-3012

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> 12/28	m. Feenan	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 12/29/05	BSPaul	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution.
12/29/05	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 12/29/05	J. Dineen	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 12/29	m. Feenan	
	Legislative Affairs	Fw'd Original Contract to CA	<input checked="" type="checkbox"/> 1/2/06	M. Gottlieb	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/> 2/15/06	El H. Ch	
	Comptroller	NIFS Approval	<input type="checkbox"/>	C. Per	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 3-14-06	Ch	



Contract Summary

Description: Contract amendment for service of summonses and complaints.

Purpose: To continue to provide service of legal process in connection with the Misdemeanor DWI Vehicle Forfeiture Program.

Method of Procurement: The contract was obtained by soliciting proposals from ten process servers. The County will be issuing a new sealed bid for these services.

Procurement History:

Description of General Provisions: Routine service of process in Nassau, Suffolk and the five boroughs of New York City: \$25, routine service of process in Westchester and Rockland: \$65, out of state or upstate service of process: \$125 (maximum), bad addresses: \$20, postal searches: \$20, no charge for filing affidavits.

Impact on Funding / Price Analysis: \$75,000

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	10
Resp:	1000
Object:	DE
Transaction	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
①	ATGEN1000/DE502	\$75,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$75,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

APPROVED: *[Signature]*

CLERK SECTION

Date: _____

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name: _____ Date: _____	
Name: <i>BM</i> Date: 3/7/06		Name: <i>[Signature]</i> Date: _____		Date: 3-14-06 (For Office Use Only)	
				E #:	

E-18-06

8

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 ATTORNEY, AND ULTIMATE PROCESS SERVICE, INC.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 2-15-06

VOTING:

ayes 8 nays — abstained — recused —

Legislators present: 8

WHEREAS, the County, acting on behalf of the Office of the County Attorney,
has negotiated an amendment to a personal services agreement with Ultimate Process
Service, Inc., to serve legal process in connection with the Nassau County Misdemeanor
Vehicle Forfeiture 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
authorizes the County Executive to execute the said amendment to an agreement with
Ultimate Process Service, Inc.

THOMAS R. SUOZZI
County Executive



LORNA B. GOODMAN
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

December 22, 2005

Ultimate Process Service, Inc.
293 Castle Avenue
Westbury, NY 11590

Attn: Craig L. Eisenberg

Re: Contract # CQAT04000038
Amendment to Agreement

Dear Mr. Eisenberg.

Reference is made to the agreement dated as of August 31, 2004, as amended, between Nassau County (the "County") and Ultimate Process Service, Inc. (the "Firm"), as amended, pursuant to which the Firm, inter alia, serves legal process in connection with the Nassau County Misdemeanor Vehicle Forfeiture Program ("Agreement").

Please allow this letter to serve as an agreement to amend the following terms of the Agreement in the following ways:

- (A) The Term of the Agreement shall be extended so as to terminate June 30, 2006.
- (B) Increase by Seventy-Five Thousand Dollars (\$75,000.00) the aggregate sum set forth in the Agreement to an amount, including disbursements, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).
- (C) Paragraph 6 of the Agreement shall be amended to insert, at the end of the second sentence, the following: "and Appendix EE attached hereto and made a part hereof."
- (D) The Firm agrees to pay the County an administrative service charge of Two Hundred Fifty (\$250.00) Dollars for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by

2

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

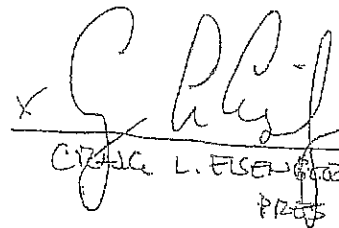
On the 27 day of DECEMBER in the year 2005 before me personally came CRAIG L. EISENBERG to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT of ULTIMATE PROCESS SERVICE INC., the corporation described herein 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



Alan Delbowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2009

12/27/2005


CRAIG L. EISENBERG
PRES

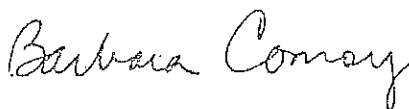
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14th day of March in the year 2006 before me personally came Christopher M. Hahn 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 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



BARBARA CONROY
Notary Public, State of New York
No. 30-4838123
Qualified in Nassau County
Commission Expires November 30, 2009

Equal Employment Opportunity and Minority and Women Business Enterprises

The Contractor shall comply with all federal, state and local statutes and regulations relating to equal employment opportunity. In addition, Local Law No. 14-2002, entitled "Participation of Minority, Women, and Disabled in Saratoga County Contracts," governs all County Contracts and defines the requirements and procedures for participation in County Contracts. The Contractor shall comply with all applicable laws and regulations.

(a) The Contractor shall not discriminate against its employees or applicants on the basis of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, termination, 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 layoffs 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) Reward 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

and The Contractor shall provide contracting agency with information regarding all contracts awarded under any County Contract, including the amount of compensation paid to each subcontractor, and shall comply with all terms provided by the Executive Director or the Department of Transportation, to further encourage and effort to obtain M/WBE participation.

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

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list created 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

1. The first step in the process of identifying the problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. Once the causes have been identified, the next step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed to implement the plan. Once a plan of action has been developed, the next step is to implement the plan. This involves carrying out the steps that have been identified in the plan and monitoring the progress of the implementation. Finally, the last step in the process is to evaluate the results of the implementation. This involves determining whether the problem has been solved and whether the resources have been used effectively.

Contract ID#: CQAT04000038



Received copy
Department: AT

Contract Details

Term extension: 6 months
SERVICE Process Servers

NIFS ID #: CLAT06000013

NIFS Entry Date:

Term: from 8/31/04 to 12/31/06

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes X	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Wholly	Owned
5) Insurance Required	Yes X	No <input type="checkbox"/>

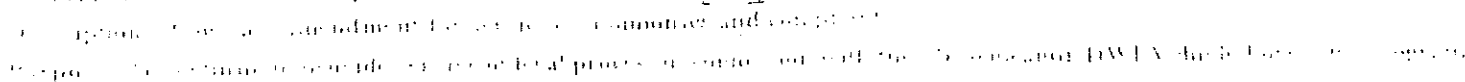
Agency Information

Vendor	
Name Craig L. Eisenberg Ultimate Process Service, Inc.	Vendor ID# [REDACTED]
Address 293 Castle Avenue Westbury, NY	Contact Person Craig L. Eisenberg
	Phone 516-333-3447

County Department
Department Contact Meredith A. Feinman
Address 1 West Street
Phone 571-3012

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved & Initialed	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/>	6/9	M. Feinman	
6/12/06	OMB	NIFS Approval <input type="checkbox"/>	6/12	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
6/13/06	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	6/13/06	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/13/06	[Signature]	
	Legislative Affairs	Fwd'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	6/14/06	[Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>		[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	6/14/06	[Signature]	



document history

Description of General Provisions: Routine service of process in Nassau, Suffolk and the five boroughs of New York City: \$25. Routine service of process in Westchester and Rockland: \$65. out of state or upstate service of process: \$125 (maximum). bad addresses: \$20. postal searches: \$20. no charge for filing affidavits.

THIS AMENDMENT SIMPLY EXTENDS THE TERM OF THE CONTRACT TO THE END OF THE YEAR.

Impact on Funding Price Analysis: \$0.01

Change in Contract from Prior Procurement:

Recommendation: approve as submitted)

BUDGET CODES	
Fund:	ATGEN
Control:	10
Resp:	1100
Object:	DE
Transaction	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX OBJECT CODE	AMOUNT
1	ATGEN1000/DE502	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Date:

NIPS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIPS.		I certify that an unencumbered balance subject to cover this contract is present in the appropriation to be charged.		Name: <i>[Signature]</i>	
Name: <i>BM</i>		Name: <i>[Signature]</i>		Date: <i>6/28/06</i>	
Date: <i>6/28/06</i>		Date: <i>[Signature]</i>		E #: <i>62706</i> (For Office Use Only)	

THOMAS R. SUOZZI
County Executive



LORNA B. GOODMAN
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Case Executive and Legislative Building
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

June 8, 2006

Ultimate Process Service, Inc.
293 Castle Avenue
Westbury, NY 11590

Attn: Craig L. Eisenberg

Re: Agreement # CQAT04000038
Amendment to Agreement

Dear Mr. Eisenberg,

Reference is made to the agreement dated as of August 31, 2004, between Nassau County (the "County") and Ultimate Process Service, Inc. (the "Firm") as amended, pursuant to which the Firm, inter alia, serves legal process in connection with the Nassau County Misdemeanor Vehicle Forfeiture Program (the "Agreement").

Please allow this letter to serve as an agreement to amend the Agreement by extending the Term to terminate on December 31, 2006.

In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

All other terms and conditions of the Agreement will remain in full force and effect.

County of Nassau
Department of Social Services

ULTIMATE PROCESS SERVICE, INC.

By: 

Name: C. H. H. H.

Title: President

Date: 6-29-06

NASSAU COUNTY

By: 

Name: C. H. H. H.

Title: Deputy County Executive

Date: 6-29-06

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

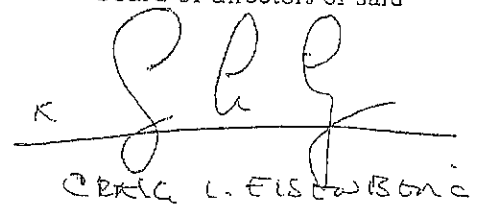
)ss.:

COUNTY OF NASSAU)

On the 13 day of JUNE in the year 2006 before me personally came CHAIK L. FISHER 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 ULTIMATE PROCESS SERVICE 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

Alan Lebowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2009


CHAI L. FISHER

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 24th day of June in the year 2006 before me personally came Christopher M. Hahn 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 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



BARBARA CONROY
Notary Public, State of New York
No. 30-4838123
Qualified in Nassau County
Commission Expires November 30, 2009

COLLECTED THIS

11/12

Contract ☐ Completion Approval Form Attached
 Vendor ☐ Compliance Attached
 Vendor ☐ Vendor Owner (Cap & M) Ltd. Disclosure Attached
 Insurance ☐ Insurance Policy

Yes ☐ No ☐
 Wholly Owned ☐

Agency Information

Vendor

Craig L. Eisenberg
 Ultimate Process Service, Inc.
 292 Castle Avenue
 Westbury NY

122628772 01
 Contact Person
 Craig L. Eisenberg
 Phone
 516-333-3447

County Department

Meredith A. Feenan
 Address
 1 West Street
 Phone
 571-3012

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appl (Dept. Head)	<input checked="" type="checkbox"/> 11/14/07	M. Seeman	
10/16	OMB	NIFS Approval	<input checked="" type="checkbox"/> 10/16/07	H. Harte	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
10/19/07	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 10/19/07	J. Quatro	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 10/19/07	[Signature]	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 10/23	M. Gottlieb	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 11/1/07	El H. Ch. M. Seeman	
	Comptroller	NIFS Approval	<input type="checkbox"/> 11/1/07	C. Per	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 11/21/07	[Signature]	



Contract Summary

Description: Contract amendment for service of summonses and complaints.

Purpose: To continue to provide service of legal process in connection with the Misdemeanor DWI Vehicle Forfeiture Program.

Method of Procurement: The contract was obtained by soliciting proposals from ten process servers. A NEW RFP FOR THESE SERVICES WILL BE ISSUED BY 12/31/06, subject to approval to issue RFP, or as soon thereafter as possible.

Procurement History:

Description of General Provisions: Routine service of process in Nassau, Suffolk and the five boroughs of New York City: \$25, routine service of process in Westchester and Rockland: \$65, out of state or upstate service of process: \$125 (maximum), bad addresses: \$20, postal searches: \$20, no charge for filing affidavits.

THIS AMENDMENT EXTENDS THE TERM OF THE CONTRACT FOR ONE YEAR AND ADDS MONEY TO COVER THE TERM.

Impact on Funding / Price Analysis: \$

\$120,000.00

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	10
Resp:	1000
Object:	DE 500 502
Transaction	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
①	ATGEN1000/DE500 502	\$.
2		\$ 220,000.00
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$ 220,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Date:

NIFS Certification I certify that this document was accepted into NIFS		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name: <u>[Signature]</u> Date: <u>7-23-07</u>	
Name: <u>B.S.</u>		Name: <u>[Signature]</u>		Date: <u>7-23-07</u>	
Date: <u>11/16/07</u>		Date: <u>[Signature]</u>		E #: <u>[Blank]</u>	

(For Office Use Only)

RESOLUTION

10

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
ULTIMATE PROCESS SERVICE, INC.

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 11-13-06

VOTING:

ayes 8 nays 0 abstained 0 removed 0
Legislators present: 8

WHEREAS, the County on behalf of the Nassau County Attorney's
Office, has negotiated an amendment to a personal services agreement with
Ultimate Process Service, Inc., 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
amendment with Ultimate Process Service, Inc.

THOMAS R. SUOZZI
County Executive



LORNA B. GOODMAN
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

December 1, 2006

Ultimate Process Service, Inc.
293 Castle Avenue
Westbury, NY 11590

Attn: Craig L. Eisenberg

Re: Agreement # CQAT04000038
Amendment to Agreement

Dear Mr. Eisenberg,

Reference is made to the agreement dated as of August 31, 2004, between Nassau County (the "County") and Ultimate Process Service, Inc. (the "Firm") as amended, pursuant to which the Firm, *inter alia*, serves legal process in connection with the Nassau County Misdemeanor Vehicle Forfeiture Program (the "Agreement").

Please allow this letter to serve as an agreement to amend the following terms of the Agreement:

1. Paragraph 1 of the Agreement shall be amended to extend the Term to terminate on December 31, 2007.
2. Paragraph 3 of the Agreement shall be amended to increase by Two Hundred Twenty Thousand Dollars (\$220,000.00) the maximum amount set forth in the Agreement to an amount, including disbursements, not to exceed Four Hundred Seventy Thousand Dollars (\$470,000.00) ("Maximum Amount").
3. The Firm agrees to pay the County an administrative service charge of Five Hundred Dollars (\$500.00) 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 Counsel upon signing this Agreement.

10/10/06

Amendment

10/10/06

Agreement

...the amendment ...
...the amendment will serve as an Amendment to the Agreement

ULTIMATE PROCEEDING

By:

Name: CRAIG L. B. ...
Title: PRESIDENT
Date: 10/10/06

NASSAU COUNTY

By:

Name: ...
Title: Deputy County Executive
Date: 10-23-07

PLEASE EXECUTE IN BLUE INK

)SS.:

On the 1st day of DECEMBER in the year 2006 before me personally came CRAIG L. EISENBERG 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 Ultimate Process Service, 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.

Alan Leibowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2009

the board of directors of said

[Handwritten signature]

CHAS. L. ELSBACH (Part)

SS.:

On the 23rd day of January in the year 2006⁷ before me personally came Christopher M. Hahn 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 a ^{chief} 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.

Barbara Conway
NOTARY PUBLIC

BARBARA CONROY
Notary Public, State of New York
No. 30-4838123
Qualified in Nassau County
Commission Expires November 30, 2009

WITNESSETH

WITNESSETH the County desires to hire the Contractor to perform the services described in this Agreement.

WITNESSETH the Contractor desires to perform the services described in this Agreement.

NOW, THE PEOPLE, in consideration of the premises and mutual covenants contained herein, do hereby agree as follows:

1. Term. This Agreement shall commence on August 31, 2004 and terminate on December 31, 2004. This Agreement can be extended upon the mutual written consent of both parties.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program, filing of affidavits of service and providing copies of the affidavits of service to the Office of the County Attorney. Services performed by the Contractor under this Agreement shall not include the filing of summonses and complaints or the purchasing of index numbers. (The services contemplated under this Agreement, the "Services").

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 Twenty Thousand dollars (\$20,000.00), payable as follows: Twenty Five dollars (\$25.00) for service that does not include service for "bad addresses" or "postal searches" ("Routine Service") in Nassau County, Suffolk County, the five boroughs of the City of New York; Sixty Five dollars (\$65.00) for Routine Service in Westchester and Rockland Counties; One Hundred dollars (\$100.00) maximum for service in upstate New York (within New York north of Rockland County); and One Hundred Twenty Five (\$125.00) dollars for service out of New York State; Twenty dollars (\$20.00) for instances of "bad addresses," and Twenty dollars (\$20.00) for "postal searches." There shall be no charge for the filing of affidavits or for picking up the documents to be served.

As used in this Agreement (i) "bad addresses" shall mean incorrect addresses given to the Contractor for the purpose of serving process on individuals, persons or other entities named by the County and (ii) "postal searches" shall mean the search for change of address information for bad addresses.

Contract ID# CQAT04000038



CERTIFIED COPY

Department: AT**E-54-08**

Contract Details

SERVICE Process Servers

NIFS ID #: CLAT08000013NIFS Entry Date: 3/14/08Term: from 8/31/04 to 3/31/09

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Wholly	Owned
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6) Vendor Registered	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Craig L. Eisenberg Ultimate Process Service, Inc.	Vendor ID# [REDACTED]
Address 293 Castle Avenue Westbury, NY	Contact Person Craig L. Eisenberg Phone 516-333-3447

County Department
Department Contact Meredith A. Feinman
Address 1 West Street
Phone 571-3012

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Reg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/>	3/14/08 M. A. Feinman	
3/15/08	OMB	NIFS Approval	<input checked="" type="checkbox"/>	3/15/08 [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/24/08	County Attorney	CA RE & Insurance Verification	<input type="checkbox"/>	3/25/08 [Signature]	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	3/25/08 [Signature]	
3/25/08	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	3/25/08 [Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	4/29 [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Comptroller	NIFS Approval	<input type="checkbox"/>	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	5/14/08 [Signature]	

Description of General Provisions: Routine service of process in Nassau, Suffolk and the five boroughs of New York City
 Routine service of process in Westchester and Rockland \$65; out of state of upstate service of process: \$125
 out of state addresses \$20; postal searches \$70; no charge for filing affidavit.

THIS AMENDMENT EXTENDS THE TERM OF THE CONTRACT 12 MONTHS AND ADDS \$220,000 TO COVER THE TERM

Impact on Funding / Price Analysis: \$220,000.00

Change in Contract from Prior Procurement:

Recommendation: approve as submitted

Amendment Information

BUDGET CODES	
ATGEN	
10	
1100	
DE 500502	
in	

NEW	
%	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE 500502	\$220,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$220,000.00

Document Prepared By:

Date:

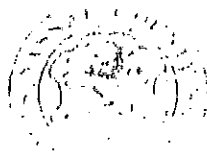
Contract ID#:CQAT04000038

Department: AT



NIPS Cert. Function		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIPS		I certify that an unencumbered fund is present to cover this contract is present in the appropriate fund to be charged		Name	
Name		Name		Date	
(BN)		CLAT 85000013		5/14/08	
Date		Date		E #:	
5/8/08				(For Office Use Only)	

(BN)



CLERK OF THE COUNTY COURT
COUNTY OF NASSAU, FLORIDA
JAMES W. BARNETT, Clerk
1000 North Atlantic Avenue
Ft. Lauderdale, Florida 33304

James W. Barnett, Clerk
County of Nassau, Florida

Mr. Charles E. Ersenberg

Re: Agreement of COA Incentives
Amendment to Agreement

Dear Mr. Ersenberg,

Reference is made to the agreement dated as of August 31, 2004, between Nassau County (the "County") and Ultimate Process Service, Inc. (the "Contractor") as amended, pursuant to which The Contractor, *inter alia*, serves legal process in connection with the Nassau County Misdemeanor Vehicle Forfeiture Program (the "Agreement").

Please allow this letter to serve as an agreement to amend the following terms of the Agreement:

1. Paragraph 1 of the Agreement shall be amended to extend the Term through March 31, 2009.
2. Paragraph 3 of the Agreement shall be amended to increase by Two Hundred Twenty Thousand Dollars (\$220,000.00) the maximum amount set forth in the Agreement to an amount, including disbursements, not to exceed Six Hundred Ninety Thousand Dollars (\$690,000.00) ("Maximum Amount").
3. Paragraph 6 of the Agreement shall be deleted in its entirety and a new paragraph 6 shall be substituted therefor, as follows:
 6. Compliance With Law (a) Generally. 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, 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, 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 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 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.
- (iv) Notwithstanding anything to the contrary set forth above, it is understood and agreed that the Living Wage Law applies only to non-professional, non-managerial and/or non-supervisory employees who work, other than incidentally, on the specific services contemplated by this contract.

(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. 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 Contractor of such request prior to disclosure of the Information so that Contractor may take such action as it deems appropriate.

4. The Contractor 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 128-2006. The administrative service charge shall be due and payable to the County by The Contractor upon signing this Agreement.

In the event of any conflict between this amendment and the Agreement, the terms of this amendment shall control.

All other terms and conditions of the Agreement will remain in full force and effect.

By *Stacy E. Smith*
Name *Stacy E. Smith*
Title Deputy County Clerk
Date *10/14/00*

PLEASE EXECUTE IN BLUE INK

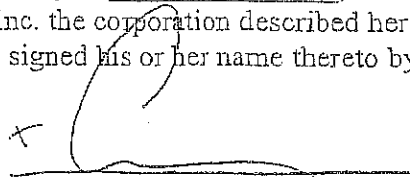
STATE OF NEW YORK)

)SS.:

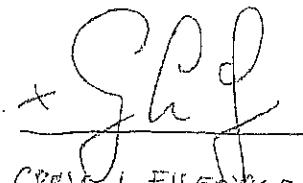
COUNTY OF NASSAU)

On the 18 day of MARCH in the year 2008 before me personally came CRAG L. EISENBERG 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 Ultimate Process Service, 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



Alan Leibowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2009


CRAG L. EISENBERG
PRESIDENT

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 14 day of May in the year 2008 before me personally came Am. Battist 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

JAMES D. COLLINI
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 22, 2010

NOW, in full and final satisfaction of the parties' obligations under the above agreement, the parties have agreed to the following:

1. Term. This Agreement shall commence on August 31, 2004 and terminate on December 31, 2004. This Agreement can be extended upon the mutual written consent of both parties.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program, filing of affidavits of service and providing copies of the affidavits of service to the Office of the County Attorney. Services performed by the Contractor under this Agreement shall not include the filing of summonses and complaints or the purchasing of index numbers. (The services contemplated under this Agreement, the "Services")

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 Twenty Thousand dollars (\$20,000.00), payable as follows: Twenty Five dollars (\$25.00) for service that does not include service for "bad addresses" or "postal searches" ("Routine Service") in Nassau County, Suffolk County, the five boroughs of the City of New York; Sixty Five dollars (\$65.00) for Routine Service in Westchester and Rockland Counties; One Hundred dollars (\$100.00) maximum for service in upstate New York (within New York north of Rockland County); and One Hundred Twenty Five (\$125.00) dollars for service out of New York State; Twenty dollars (\$20.00) for instances of "bad addresses," and Twenty dollars (\$20.00) for "postal searches." There shall be no charge for the filing of affidavits or for picking up the documents to be served.

As used in this Agreement (i) "bad addresses" shall mean incorrect addresses given to the Contractor for the purpose of serving process on individuals, persons or other entities named by the County and (ii) "postal searches" shall mean the search for change of address information for bad addresses.

THOMAS R. SUOZZI
County Executive



LORNA B. GOODMAN
County Attorney

Last Amendment

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

December 1, 2006

Ultimate Process Service, Inc.
293 Castle Avenue
Westbury, NY 11590

Attn: Craig L. Eisenberg

Re: Agreement # CQAT04000038
Amendment to Agreement

Dear Mr. Eisenberg.

Reference is made to the agreement dated as of August 31, 2004, between Nassau County (the "County") and Ultimate Process Service, Inc. (the "Firm") as amended, pursuant to which the Firm, *inter alia*, serves legal process in connection with the Nassau County Misdemeanor Vehicle Forfeiture Program (the "Agreement").

Please allow this letter to serve as an agreement to amend the following terms of the Agreement:

1. Paragraph 1 of the Agreement shall be amended to extend the Term to terminate on December 31, 2007.
2. Paragraph 3 of the Agreement shall be amended to increase by Two Hundred Twenty Thousand Dollars (\$220,000.00) the maximum amount set forth in the Agreement to an amount, including disbursements, not to exceed Four Hundred Seventy Thousand Dollars (\$470,000.00) ("Maximum Amount").
3. The Firm agrees to pay the County an administrative service charge of Five Hundred Dollars (\$500.00) 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 Counsel upon signing this Agreement.

CLARK COUNTY

By _____

and

File

CLARK COUNTY

By _____

Stamp: *Mazzylyte Gertle*

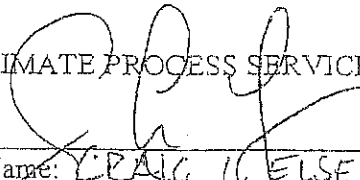
Title: Deputy County Executive

Date: *5/17/20*

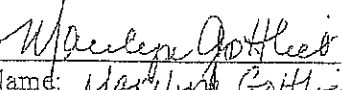
PLEASE EXECUTE IN BLUE INK

Please evidence your agreement to this amendment by countersigning this letter in the space provided below, whereupon this letter agreement will serve as an Amendment to the Agreement.

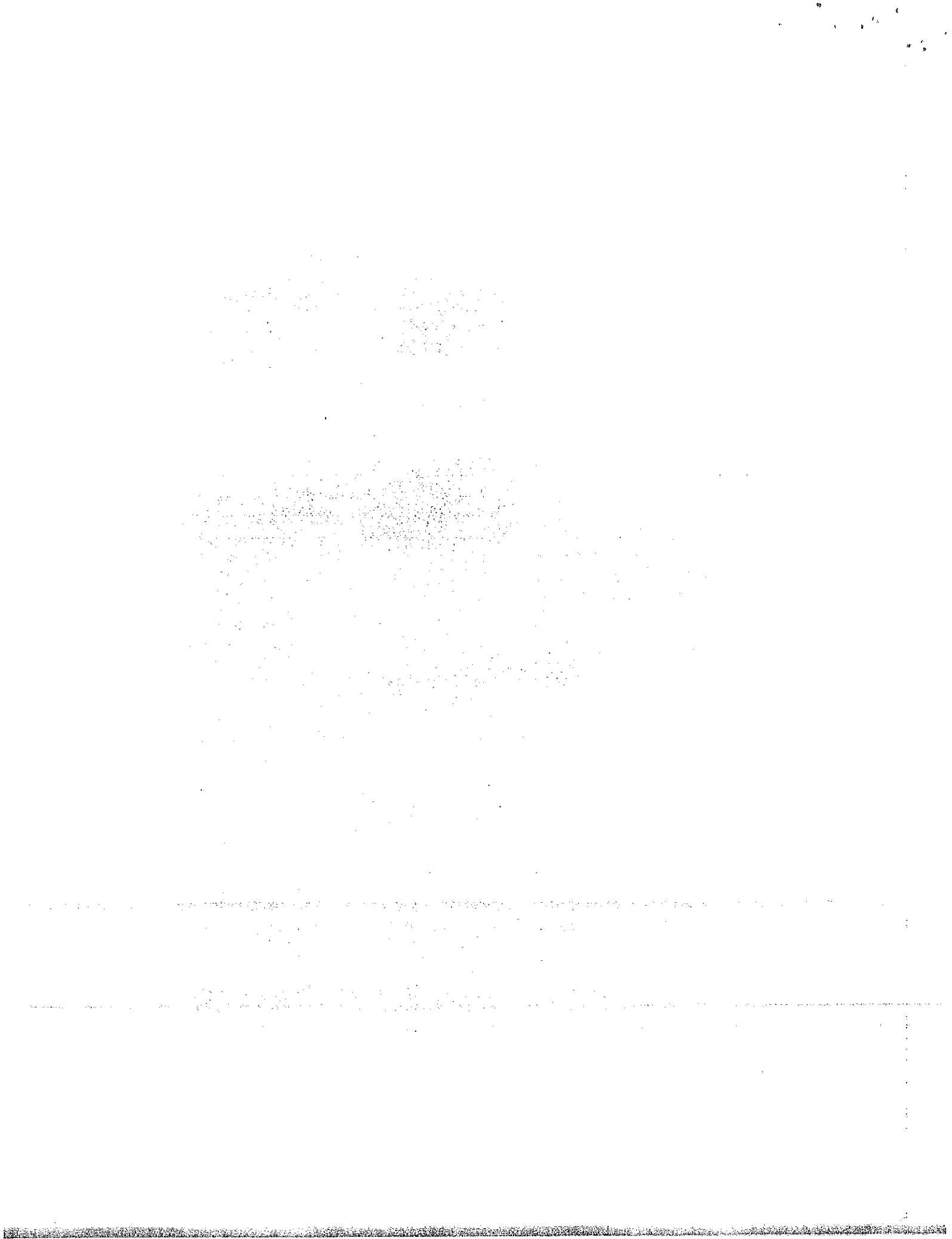
ULTIMATE PROCESS SERVICE, INC.

By: 
Name: CRAIG I. ELSENBERG
Title: PRESIDENT
Date: 3/18/08

NASSAU COUNTY

By: 
Name: Marilyn Gottlieb
Title: Deputy County Executive
Date: 5/14/08

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of MARCH in the year 2008 before me personally came CRAG L. EISENBERG 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 Ultimate Process Service, 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

Alan Leibowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2009

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14 day of May in the year 2008 before me personally came Am. Dattilio 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.

James D. Collini
NOTARY PUBLIC

~~JAMES D. COLLINI~~
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 29, 2010

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Appendix EE
Equal Employment Opportunities for Minorities and Women

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

The Contractor shall comply with all federal, State and local statutory and constitutional 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

...shall be deemed to 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.

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- 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, 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

- f. Any bid or offer that negotiated with a minority-owned firm with information that M/WBEs were not rejected as unqualified or unacceptable with respect to business experience, based on the demonstrated reputation of M/WBEs, experience and capabilities, or record of past performance and of inclusion and record of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (i) of these rules.

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

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

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

Appendix U – Collective Bargaining

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:
 - 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
 - 2.) whether to become a member of any labor organization.
- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County finds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.
- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A.) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A.) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
 - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

County of Nassau Department, Agency, Authority, or Office shall

include in all contracts with County property, goods, and services, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury.
 - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
 - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
 - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
 - d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
 - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement,

non-intimidation agreement, and a majority authorization card agreement.

- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

§ 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

Section 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

1. The first finding is that the majority of the respondents (70%) are male, while 30% are female. This is consistent with the gender distribution of the population in the study area.

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 Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

3/18/08
Date

[Signature]
Signature of Chief Executive Officer

CHARL L. ELSENBERG
Name of Chief Executive Officer

Sworn to before me this

18 day of MARCH, 2008

[Signature]
Notary Public

Aliza Leibowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2009

2006 May 27 PM 1 04

11:11 AM



Contract Details

NIFS ID #: CLAT09000003

NIFS Entry Date: 01/30/09

SERVICE Process Servers

Term: from 8/31/04
through 6/30/10

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Wholly	Owned
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6) Vendor Registered	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Craig L. Eisenberg Ultimate Process Service, Inc.	Vendor ID# 122628722-01
Address 293 Castle Avenue Westbury, NY	Contact Person Craig L. Eisenberg
	Phone 516-333-3447

County Department	
Department Contact Meredith A. Feinman	
Address 1 West Street	
Phone 571-3012	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)			
	OMB	NIFS Approval		M. Feinman	
2/19/09	County Attorney	CA RE & Insurance Verification	2/19/09	Michael J. Long	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
	County Attorney	CA Approval as to form	2/19/09	A. Long	
	Legislative Affairs	Fw'd Original Contract to CA	3/6/09	Quinn Murphy	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Comptroller	NIFS Approval	3/9/09	M. A. Feinman	
	County Executive	Notarization Filed with Clerk of the Leg	3/27/09	W. Gaffney	

Therefore, the authors suggest that the use of a single, standard procedure for the assessment of the impact of the intervention on the target population is not sufficient to ensure the validity of the findings. The authors suggest that the use of a range of methods, including qualitative and quantitative approaches, is necessary to ensure the validity of the findings.

Method of Procurement: The original contract was obtained by competitive sealed bids pursuant to G.S. § 143-609. The County Board of Commissioners ("Board") posted a Bid Opening Notice on June 17, 2008 at 11:00 AM. The Board received 10 bids from various contractors. Mr. Bill H. Bostrom was awarded the contract for \$1,000,000.00. The Board also adopted a "Buy American" policy which requires that all goods purchased by the County must be made in the United States.

Description of General Provisions:

THIS AMENDMENT EXTENDS THE TERM OF THE CONTRACT AND EXPANDS THE SCOPE OF SERVICES

Impact on Funding / Price Analysis: \$00.01

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	10
Resp:	1000 4400
Object:	DE 500 502
Transaction	

LINE	INDEX/OBJECT CODE	AMOUNT
(1)	ATGEN1400/DE500502	\$00.01
2	<i>Dir</i> <i>1000</i> <i>2/19/09</i>	\$
3		\$
4		\$
5		\$
6		\$

Contract ID: CQAT04000038



Department: AT

RENEWAL	
% Increase	
% Decrease	

TOTAL	\$	TOTAL	\$00.01
-------	----	-------	---------

Document Prepared By: _____ Date: _____

NIPS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIPS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <u>W. G. Gottlieb</u>	
Name: <u>BN</u>	Name: <u>CLAT09000003</u>	Date: <u>3/27/09</u>		Date: <u>3/27/09</u>	
Date: <u>3/24/09</u>	Date: _____	Date: _____		E #: _____	

BN



COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Case Executive and Legislative Building
One West Street
Mineola, New York 11501-0001
516.571.3956
FAX: 516.571.0001

February 2, 2006

Joseph P. Eisenberg
Chief, the Attorney
Arlington, Virginia

Mr. Charles Eisenberg

Re: Agreement # CQA104000033
Amendment to Agreement

Dear Mr. Eisenberg:

Reference is made to the agreement dated as of August 31, 2004, between Nassau County (the "County") and Ultimate Process Service, Inc. (the "Contractor") as amended, pursuant to which Contractor, *inter alia*, serves legal process on behalf of the County (the "Agreement").

Please allow this letter to serve as an agreement to amend the following terms of the Agreement:

1. Paragraph 1 of the Agreement shall be amended to extend the Term through June 31, 2010.
2. Paragraphs 2 and 3 of the Agreement shall be deleted in their entirety and the following substituted therefor (*new language is set forth in italics*):

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program and with Family Court proceedings ("Services")

(a) Services in Connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program ("VF Services"). VF Services to be provided by the Contractor under this Agreement shall consist of the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program, filing of affidavits of service and providing copies of the affidavits of service to the Office of the County Attorney. VF Services performed by the Contractor under this Agreement shall not include the filing of summonses and complaints or the purchasing of index

numbers.

(b) *Services for Family Court Proceedings ("FC Services")*. FC services to be provided by the Contractor under this Agreement shall be personal service of summonses and petitions outside of Nassau and Suffolk Counties in proceedings pursuant to Articles 3 and/or 10 of the New York Family Court Act (the "Act").

All Services shall be provided in accordance with the Obligations of Vendor set forth at Appendix A, annexed hereto and made a 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 be Six Hundred Ninety Thousand Dollars (\$690,000.00) ("Maximum Amount"), payable as follows:

(i) *VF Services*: Twenty Five dollars (\$25.00) for service that does not include service for "bad addresses" or "postal searches" ("Routine Service") in Nassau County, Suffolk County, the five boroughs of the City of New York; Sixty Five dollars (\$65.00) for Routine Service in Westchester and Rockland Counties; One Hundred dollars (\$100.00) maximum for service in upstate New York (within New York north of Rockland County); and One Hundred Twenty Five (\$125.00) dollars for service out of New York State; Twenty dollars (\$20.00) for instances of "bad addresses," and Twenty dollars (\$20.00) for "postal searches." There shall be no charge for the filing of affidavits or for picking up the documents to be served.

(ii) *FC Services*: Sixty-Five Dollars (\$65.00) for Routine Service in New York, Bronx, Queens, Kings Counties and Suffolk County (East to Exit 64); Eighty-Five Dollars (\$85.00) for Routine Service in Suffolk County (East from Exit 64); Richmond, Westchester and Rockland Counties; Twenty dollars (\$20.00) for instances of "bad addresses," and Twenty dollars (\$20.00) for "postal searches." There shall be no charge for the filing of affidavits or for picking up the documents to be served.

As used in this Agreement (i) "bad addresses" shall mean incorrect addresses given to the Contractor for the purpose of serving process on individuals, persons or other entities named by the County and (ii) "postal searches" shall mean the search for change of address information for bad addresses.

In the event of any conflict between this amendment and the Agreement, the terms of this amendment shall control.

All other terms and conditions of the Agreement will remain in full force and effect.

Please evidence your agreement to this amendment by countersigning this letter in the space provided below, whereupon this letter agreement will serve as an Amendment to the Agreement.

ULTIMATE PROCESS SERVICE, INC.

By:

Name: CRAIG L. EISENBERG
Title: VICE PRESIDENT
Date: FEB. 19, 2009

On the 19 day of FEBRUARY in the year 2009 before me personally came ERIC L. FISCHBORG 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 1st Vice President of Ultimate Process Service, Inc. the corporation described herein and which executed the above instrument; and that he or she signed the above instrument by authority of the board of directors of the corporation.

NOTARY PUBLIC

Alan Lebowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2009

STATE OF NEW YORK)

§88.1

COUNTY OF NASSAU)

On the 30 day of March in the year 2009 before me personally came Mr. Battilut 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

JAMES G. COLLINS
Notary Public, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 29, 2010

PLEASE EXECUTE IN BLUE INK

OBLIGATIONS OF CONTRACTOR

1. *Definitions:*
 - a) *References to "Summons and Complaint" shall also be to "Summons and Petition".*
 - b) *References to "County Attorney's Office" shall be to the Office located at 1 West Street, Mineola, NY and/or the Office located at 1200 Old Country Road, Westbury, NY, as may be pertinent.*
 - c) *References to "Defendant" shall also be to "Respondent".*
2. The Contractor shall retain a sufficient number of process servers to provide services under this Agreement. The Contractor shall at all times, maintain a staff of at least five (5) process servers, one (1) of whom must be fluent in the Spanish language. The Contractor shall ensure that an employee is available to answer telephone calls during normal business hours. The Contractor shall maintain an office fax machine and cell phone or pager number and shall provide these numbers to the County Attorney's Office.
3. Papers to be served *in connection with the Vehicle Forfeiture Program* shall be picked up at the offices of the County Attorney at 1 West Street, Mineola, N.Y. on a daily basis and prior to 3:00 p.m. *Papers to be served in connection with Family Court proceedings shall be picked up from the Office of the County Attorney located at 1200 Old Country Road, Westbury, NY, as requested by the County Attorney.*
4. The Contractor shall return, by hand-delivery, copies of the Affidavits of Service or, where service could not be effected, copies of the corresponding summonses and complaints with notes outlining the inability to serve, to the County Attorney's Office as soon as service is completed. Upon delivery, said Affidavits or summonses and complaints with notes shall be date-stamped by the County Attorney's Office.
5. The Contractor shall file the original affidavit of service and corresponding summons and complaint to the Court clerk, and shall provide a copy of said papers, bearing the Court clerk's stamp, to the County Attorney's Office. The Contractor shall retain a copy of each affidavit.
6. Affidavits of service and attempted service of all other legal papers shall be hand-delivered to the County Attorney's Office as soon as possible, but at least twenty-four (24) hours prior to the date and time specified therein.
7. Upon demand at any time by the County Attorney's Office, the Contractor shall provide a copy of the requested affidavit.
8. All service of process shall be made in accordance with the relevant sections of the New York Civil Practice Law and Rules ("CPLR") and *the New York Family Court Act Articles 3 and 10 (the "Act")*, and Contractor represents that all process servers in its employ who provide services to the County shall be trained on the pertinent provisions *of the CPLR and the Act*.
9. Service of Orders to Show Cause must be made as soon as practicable but no later than the date and time specified in the Court Order.

APPENDIX A

Expedited Service shall be deemed as a service where the Contractor is provided with an original copy from the County Attorney's Office less than twenty-four (24) hours from the time the County has the documents available to the time for service of said documents, and shall be in compliance with the corresponding statutory time frames for service of process. For the purposes of Expedited Service, only the day of filing shall be included in the definition of "days".

1. In any event where the terms of the C.P.R. or the Agreement are not complied with, service shall be considered incomplete and the County shall not be liable for payment thereof.
15. Service shall be attempted at residential addresses unless otherwise directed by a representative of the County Attorney's Office.
16. The simultaneous service of numerous documents at the same place or upon the same person shall constitute one service of process, and the Contractor shall be entitled to charge only one Service Fee for such work.
17. In the event the Contractor has more than one document to serve at the same location, the Contractor is obligated to consolidate the documents and serve them together when possible.
18. Papers must be served on the individual sought to be served. If service on such individual cannot be made, Contractor must proceed with due diligence in attempting to effect service of process on said individual.
19. In the case of service at a RESIDENCE, due diligence requires the process server to make a reasonable number of attempts, which means at least three (3) attempts at service, on three (3) separate days, and at three (3) different times, one day which must be on a Saturday between the hours of 9:00 a.m. and 8:00 p.m., and the other two (2) days, between Monday through Friday, at non-business hours, which the County herein define as prior to 8:00 a.m. and after 7:00 p.m. On the final attempt at service, the process server must affix a copy of the summons and complaint to the door of Defendant's residence and mail a copy to said residence, such affixing and mailing to be effected within twenty (20) days of each other. The affidavit of attempted service must clearly state process server's basis of belief that Defendant resides there. Where Defendant to be served is not able to be served, the process server shall make efforts to determine whether the Defendant is serving in the military and shall include that information in his/her affidavit. In such cases, the service shall be billed at the applicable Substituted Service rate.
20. Where Defendants reside in the same household as evidenced by a review of the addresses of each party listed on the summons and complaint, service by means other than to the individual summoned.

APPENDIX A

is not acceptable service, unless authorized by the Court or by the County. In cases (excluding Nonexistent Address cases) where service at a residence cannot be effectuated and such determination is based upon information acquired through due diligence, such effort shall be billed at the applicable Attempted Service rate.

21. Diligent care shall be taken by the Contractor and *any Contractor Agent* to ascertain that the person, to whom a copy of the paper is being delivered, is of suitable age and discretion. The Contractor shall make reasonable inquiry of said individual as to his/her name, age, and relation to the Defendant. The Contractor shall state the same in the Affidavit of Service.
22. In the case of service at a PLACE OF EMPLOYMENT, which may only be made when specifically authorized by a representative of the County attorney's Office, due diligence requires the process server to make a reasonable number of attempts, but no less than three (3) attempts at service on three (3) separate days, and at three (3) different times, during business hours of the specified place of employment, as well as conduct reasonable inquiry as to Defendant's position and hours of employment. On the final attempt, Contractor must affix a copy of the summons and complaint to the door of the business and either mail a copy of the summons and complaint to the person to be served at his or her last known residence, or by mailing the summons and complaint by first class mail to the person to be served at his or her actual place of business in an envelope bearing the legend "personal and confidential" and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney, or concerns an action against the person to be served, such affixing and mailing to be effected within twenty (20) days of each other. The Contractor shall clearly state on the affidavit of service or attempted service, all such information, as well as the name and title of any person Contractor speaks with in order to confirm Defendant's employment status. (Billed at applicable Substituted Service Rate.)
23. Affidavits shall be required for all papers for which service is effectuated and, where service cannot be effectuated, Contractor shall return the summons and complaint to the County Attorney's office with notes detailing their attempts to make proper service.
24. Forms *proposed to be used by the Contractor for Affidavits of Service or Attempted Service* may be used *only* if the proposed form is submitted for review and approved by the County. Affidavits submitted by Contractor on a form not previously approved by the County Attorney's Office will not be approved for payment.
25. Addresses are supplied without guarantee as to accuracy. Accordingly, prior to attempting service, reasonable and diligent efforts by the Contractor shall be made to ascertain and/or confirm the correct residential address of the Defendant. Such efforts shall include but not be limited to: comparing the address on the summons with the address on the complaint; verifying the existence of the address in Cole's or a similar directory; inquiring with a minimum of two (2) people at the Defendant's residence (or place of employment where permission to serve at the place of employment has been authorized by the County Attorney's office), and whose names and addresses must be listed on the affidavit of service or attempted service, and inquiring with the landlord or superintendent at the Defendant's residence, and asking questions regarding usual hours at the residence (or, where authorized, the place of employment, and the location of the actual place of employment), etc. Any and all such information obtained must be set forth on the Affidavit of Service or Attempted Service.

APPENDIX A

...shall be paid by the Contractor and reimbursement sought from the County by including the expenditure with the bill for services as set forth in the Agreement and fee has been provided to Processor in advance by the County.

In the event the County or Court reject an Affidavit of Service after payment has been made, the County shall have the option to deduct its next monthly payment by the amount previously paid for the rejected Affidavit.

The Contractor shall be bound by all terms and conditions of this Agreement. The Contractor shall strictly adhere to all terms and conditions of the Agreement including, but not limited to, all time limit requirements regarding service. The County shall be under no obligation for payment for services not rendered in a timely fashion.

12. The Contractor shall be responsible for the conduct of its personnel. Should any process server not be able to perform his/her duties in a manner in accordance with the purpose, intent and meaning of this Agreement, and should the County Attorney, in his/her duty and good judgment, deem it to be in the attention of the Contractor, it is expected that the Contractor will act promptly to resolve the situation. The County Attorney shall have the right to request the removal of any personnel of the Contractor performing services pursuant to this Agreement and such request shall be honored by the Contractor forthwith.

33. Additional Information

- a. All references to "days" herein shall be construed to refer to "business days" (Monday through Friday), except legal holidays.

- b. All papers to be returned on the day before a government holiday are required to be returned to the County Attorney's Office by 12:00 p.m. on the business day prior to the government holiday.

- c. Substituted Service shall include all court ordered substituted service and such service shall be billed at the applicable Substituted Service rate.

APPENDIX A

Howard S. Weizman
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: Ultimate Process Service, Inc.

CONTRACTOR ADDRESS: 293 Castle Avenue, Westbury NY

FEDERAL TAX ID #: 122628722-01

Instructions: Please check the appropriate box ("X") 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.
SEE STAFF SUMMARY ✓

III. X This is a renewal, extension or amendment of an existing contract.
SEE STAFF SUMMARY ✓

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:

that the
calls and of per
proposer has been

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

A. The memorandum explains that the department is unable to obtain at least three proposals because the nature of the services to be provided is such that only one or two proposals can be obtained. If two proposals were obtained, the memorandum explains why the contract was awarded to the lowest cost proposer or why the selected proposer offered the best quality proposal, the proposer's unique and special experience, skill, or expertise, or the proposer's ability 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 contract entered into by the department with a firm under order of Council of the County of Albany. 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-a, 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.

Lerna Heerman (for M. Heerman)
Department Head Signature

1/31/09
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 AGREEMENT

THIS AGREEMENT is made this 1st day of August, 2004, between the County of Nassau, New York, and the Contractor, [redacted], of the County of Nassau, New York.

WITNESSETH that the parties hereto have agreed upon the terms and conditions set forth in this Agreement.

IT IS HEREBY AGREED that the Contractor shall perform the services described in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed on the day and date first above written.

1. Term. This Agreement shall commence on August 1, 2004, and terminate on December 31, 2004. This Agreement can be extended upon the mutual written consent of both parties.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the service of legal process in connection with the Nassau County Misdemeanor DWI Vehicle Forfeiture Program, filing of affidavits of service and providing copies of the affidavits of service to the Office of the County Attorney. Services performed by the Contractor under this Agreement shall not include the filing of summonses and complaints or the purchasing of index numbers. (The services contemplated under this Agreement, the "Services").

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 Twenty Thousand dollars (\$20,000.00), payable as follows: Twenty Five dollars (\$25.00) for service that does not include service for "bad addresses" or "postal searches" ("Routine Service") in Nassau County, Suffolk County, the five boroughs of the City of New York; Sixty Five dollars (\$65.00) for Routine Service in Westchester and Rockland Counties; One Hundred dollars (\$100.00) maximum for service in upstate New York (within New York north of Rockland County); and One Hundred Twenty Five (\$125.00) dollars for service out of New York State; Twenty dollars (\$20.00) for instances of "bad addresses," and Twenty dollars (\$20.00) for "postal searches." There shall be no charge for the filing of affidavits or for picking up the documents to be served.

As used in this Agreement (i) "bad addresses" shall mean incorrect addresses given to the Contractor for the purpose of serving process on individuals, persons or other entities named by the County and (ii) "postal searches" shall mean the search for change of address information for bad addresses.

THOMAS R. SUOZZI
County Executive



From Most Current Amendment
LORNA B. GOODMAN
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

March 14, 2008

Ultimate Process Service, Inc.
293 Castle Avenue
Westbury, NY 11590

Attn: Craig L. Eisenberg

Re: Agreement # CQAT04000038
Amendment to Agreement

Dear Mr. Eisenberg.

Reference is made to the agreement dated as of August 31, 2004, between Nassau County (the "County") and Ultimate Process Service, Inc. (the "Contractor") as amended, pursuant to which The Contractor, *inter alia*, serves legal process in connection with the Nassau County Misdemeanor Vehicle Forfeiture Program (the "Agreement").

Please allow this letter to serve as an agreement to amend the following terms of the Agreement:

1. Paragraph 1 of the Agreement shall be amended to extend the Term through March 31, 2009.
2. Paragraph 3 of the Agreement shall be amended to increase by Two Hundred Twenty Thousand Dollars (\$220,000.00) the maximum amount set forth in the Agreement to an amount, including disbursements, not to exceed Six Hundred Ninety Thousand Dollars (\$690,000.00) ("Maximum Amount").
3. Paragraph 6 of the Agreement shall be deleted in its entirety and a new paragraph 6 shall be substituted therefor, as follows:
 6. Compliance With Law (a) Generally. 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, Contractor is bound by and shall comply with the terms of Appendix EE

00:00:27

414

MEMORY TRANSMISSION

93000448

RECEIVED 10

RECVATION - END

COUNTY ATTORNEY

CF-8000 v2 -COUNTY ATTORNEY

99560- *****

***** -IND. XMT JOURNAL- ***** DATE JUN-03-2010 ***** TIME 10:40 *****

DATE/TIME = JUN-03-2010 10:38
JOURNAL No. = 092
COMM. RESULT = OK
PAGE(S) = 008
DURATION = 00:01:25
FILE No. = 459
MODE = MEMORY TRANSMISSION
DESTINATION = 93333448
RECEIVED ID =
RESOLUTION = STD

-COUNTY ATTORNEY -

***** UF-B000 v2 ***** -COUNTY ATTORNEY - ***** -

99580- *****

Agency Information

Vendor		County Department	
Name	Wendy Hill	Department Contact	Wendy Hill
Company	Wendy Hill	Location/Section	County Attorney
Address	Wendy Hill	Address	Wendy Hill
City/State/Zip	Wendy Hill	City/State/Zip	Wendy Hill
Phone	Wendy Hill	Phone	Wendy Hill
Fax	Wendy Hill	Fax	Wendy Hill

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appl (Dept Head) <input type="checkbox"/>	25 October 2010	[Signature]	
	OlVB	NIFS Approval <input type="checkbox"/>	11/1/10	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	11/12/10	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/13/10	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	LEG	Legislative Affairs			
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	11/20/10	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	11/30/10	[Signature]	

Contract ID#: CCA704000038



Department: A7

Contract Summary

Description: Amendment of contract of vendor who serves summonses and complaints on behalf of County Attorney's Office. The amendment extends the term for one year to June 30, 2011.

Purpose: To continue to provide service of legal process in connection with Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings.

Method of Procurement: This is an amendment.

Procurement History: The original contract was obtained by soliciting proposals from ten process servers. Prior to issuing this amendment, the County Attorney's Office issued a new RFP in the fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Summit Security Services of Melville, Professional Service Investigations, Inc. of East Meadow and Ultimate Process Servers of Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was in the best interest of the County. The 2007 proposal from Ultimate Process did not raise fees from the time of the original contract in 2004. The services have been satisfactory.

Description of General Provisions: Extension of time.

Impact on Funding / Price Analysis:

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	
Control:	
Resp:	
Object:	
Transaction:	

RENEWAL	
% Increase	
% Decrease	

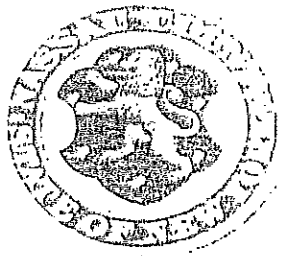
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$

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: 12/21/10	Date: 12/20/10	1/3/11
		E #: _____



OFFICE OF THE COMPTROLLER
CITY OF NEW YORK
100 CITY HALL
NEW YORK, N.Y. 10007

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: ULTIMATE PROCESS SERVICES, INC.

CONTRACTOR ADDRESS: 293 Castle Avenue, Westbury, NY 11590

FEDERAL TAX ID #: 122628722-01

Instructions: Please check the appropriate box ("X") 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]. _____ [#] of
[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.
SEE STAFF SUMMARY.

III. ☒ This is a renewal, extension or amendment of an existing contract.
SEE STAFF SUMMARY

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.

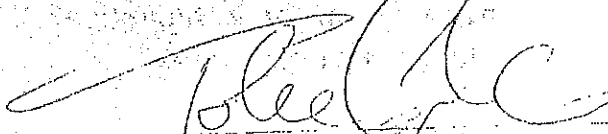
V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ 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 service required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which competitive process has not been initiated. Attached is a memorandum that explains the reason for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, when

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

ees indicates that the contractor would not be consid



Department Head Signature

10/28/10

Date

Compt. form Pers./Prof. Services Contracts: Rev. 02/04



JOHN M. GARDNER
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Case Executive and Legislative Building
One West Street
Mineola, New York 11501-4820

October 21, 2010

Ultimate Process Service, Inc.
293 Castle Avenue
Westbury, NY 11590

Attn: Craig L. Eisenberg

Re: Agreement # CQAT04000038
Amendment to Agreement

Dear Mr. Eisenberg.

Reference is made to the agreement dated as of August 31, 2004, between Nassau County (the "County") and Ultimate Process Service, Inc. (the "Contractor") as amended, pursuant to which Contractor, *inter alia*, serves legal process on behalf of the County (the "Agreement").

Please allow this letter to serve as an agreement to amend the following terms of the Agreement:

1. Paragraph 1 of the Agreement shall be amended to extend the Term through June 31, 2011.

In the event of any conflict between this amendment and the Agreement, the terms of this amendment shall control.

All other terms and conditions of the Agreement will remain in full force and effect.

1. PREPARE PROPOSAL

By: *[Signature]*

Title: *[Signature]*

Date: *[Signature]*

NASSAU COUNTY

By: *[Signature]*

Name: *Richard R. Walke*

Title: Deputy County Executive

Date: *1/3/11*

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK,

1882

(COUNTY OF KASSAU)

On the 21 day of OCTOBER in the year 2010 before me personally came CRAY L. FISCHBERG 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 Ultimate Process Service, 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

X


Alan Leibowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2013

STATE OF NEW YORK)

ISS.:

COUNTY OF NASSAU)

name thereto by authority of

X 
GERALD L. EISELE

On the 3 day of January in the year 2010 before me personally came Richard Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NOTARY PUBLIC
Doreen Kennedy

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/20____

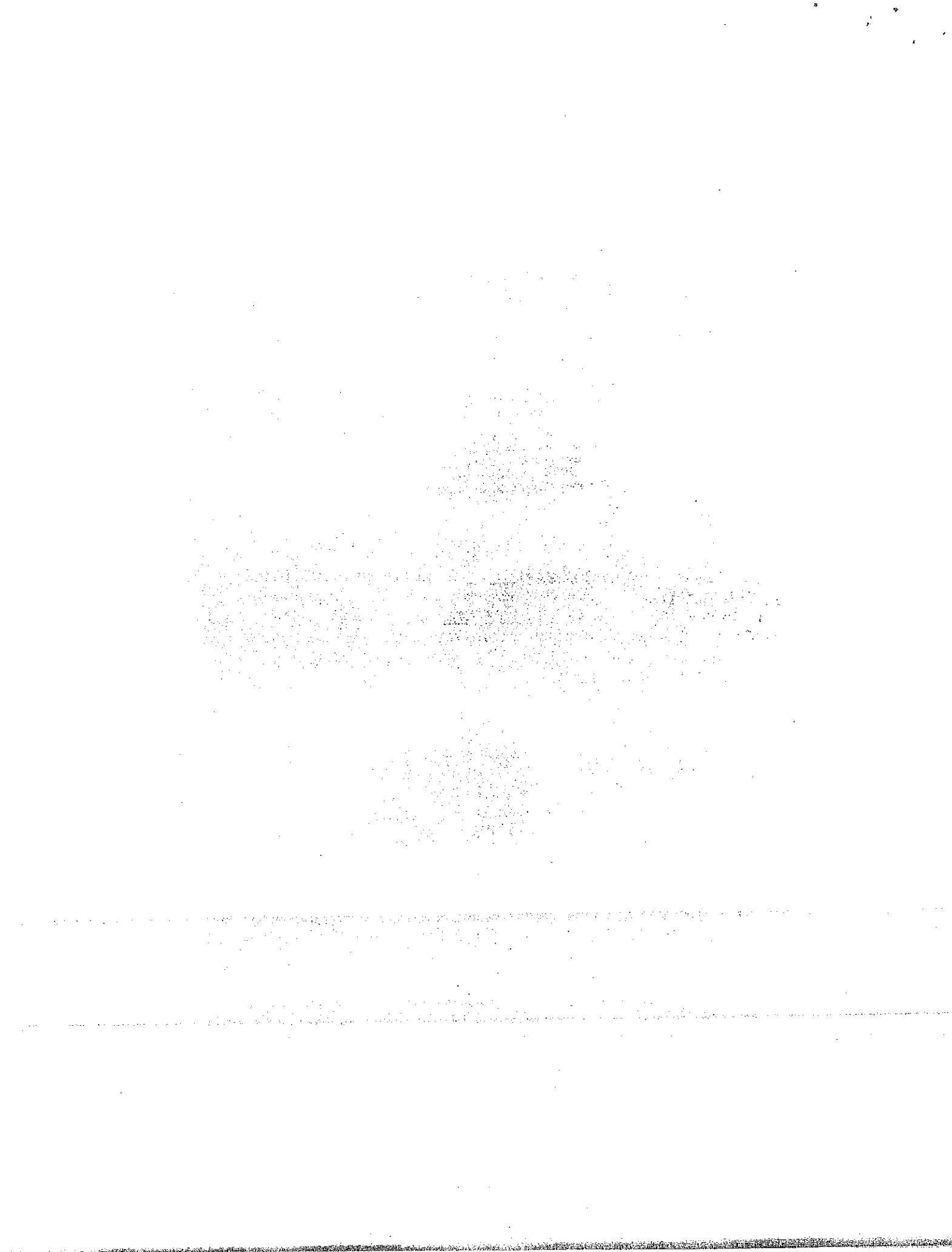
DOREEN R. PENNICA

NOTARY PUBLIC

STATE OF NEW YORK

COMMISSION NO. 01PE6170832

EXPIRES 7/23/20



Contract ID#: COAT04000038



Department: AT

Certified Contract
received on 03/15/12

E-48-121

Contract Details

SERVICE Process Servers

NIFS ID #: CLAT11000019 NIFS Entry Date: 12/28/2011 Term: from 8/31/04 to 12/31/11

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment	X
Time Extension	X
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name Craig L. Eisenberg Ultimate Process Service, Inc.	Vendor ID# [REDACTED]
Address 293 Castle Avenue Westbury, NY 11590	Contact Person Craig L. Eisenberg
	Phone 516-333-3447

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		[Signature]	
	OMB	NIFS Approval	1/5/12	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/6/12	County Attorney	CA RE&I Verification	1/6/12	[Signature]	
	County Attorney	CA Approval as to form	1/17/12	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1/17/12	Legis. Affairs	Fw'd Original K to CA	1/24/12	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval	1/28/12	[Signature]	
	County Comptroller	NIFS Approval	2/10/12	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	1/27/12	[Signature]	

PR5254 (8/04)



Contract Summary

Contract No. 1100/DE502
Contract Description: Professional Services of Baby for
Contract Amount: \$0.01

Method of Procurement: Direct Purchase

Placement History: The contract was obtained by soliciting proposals from a pool of vendors. Prior to placing this contract, the County Attorney's Office and a new PEP in the Fall of 2007. Four vendors responded: E. M. Process Services of Baby for, a unit of the services of Melville Professional Service Inc. of East Meadow and Ultimate Process Services of Baby for. The County Attorney's Office determined that continuing to contract with Ultimate Process was in the best interest of the County. In 2007, the proposal from Ultimate Process did not have fees from the time of the original contract in 2004. The services have been satisfactory.

Description of General Provisions: Extension of time

Impact on Funding: Price Analysis: N/A

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

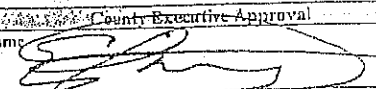

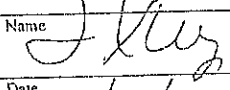
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Date:

NIPS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIPS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: 	
Name: 		Name: 		Date: 1/27/12	
Date: 2/13/12		Date: 2/10/12		(For Office Use Only)	
				E #:	

E-48-12

RULES RESOLUTION NO. 47-2012

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 NASSAU COUNTY ATTORNEY
AND ULTIMATE PROCESS SERVICE, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2/6/12
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Ultimate Process Service, Inc. to provide service of
legal process, 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 the agreement with Ultimate Process Service, Inc.

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 NASSAU COUNTY ATTORNEY
AND ULTIMATE PROCESS SERVICE, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Ultimate Process Service, Inc. to provide service of
legal process, 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 the agreement with Ultimate Process Service, 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: Ultimate Process Service, Inc.

CONTRACTOR ADDRESS: 293 Castle Avenue, Westbury, New York 11590

FEDERAL TAX ID #: 122628722-01

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.

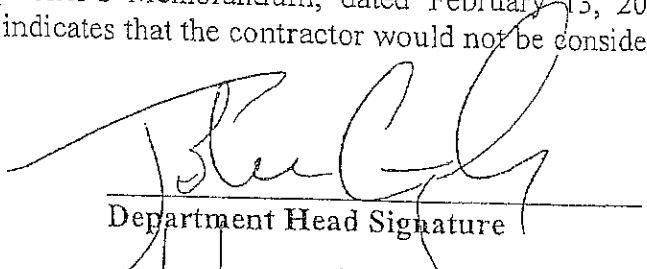
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

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

12/20/12
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

ULTIMATE PROCESS SERVICE, INC.
100 WEST 111 STREET
WESTBURY, NY 11590

Office (516) 333-3447
Craig L. Eisenberg, Pres.

Fax (516) 333-3448

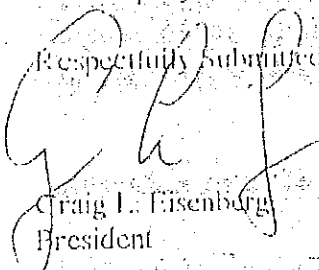
January 3, 2006

Meredith A. Peffman
Executive Chief Deputy County Attorney
Nassau County Attorney's Office
1 West Street
Mineola, NY 11501

To Whom It May Concern:

This letter serves to inform the Nassau County Legislature that I,
Craig L. Eisenberg, am the sole owner of Ultimate Process Service, Inc. I own 100% of
the company.

Respectfully Submitted,


Craig L. Eisenberg
President

AMENDMENT NO. 9

AMENDMENT, (together with any appendices or exhibits hereto, this "Amendment"), dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Ultimate Process Service, Inc., a New York State corporation, having an office located at 293 Castle Avenue, Westbury, New York 11590 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT04000038 between the County and the Contractor, executed on behalf of the County on October 12, 2004, and as amended thereafter (the "Original Agreement"), the Contractor performed and continues to perform certain services for the County in connection with serving legal process in association with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings, 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 August 31, 2004 through June 30, 2011, provided that the Original Agreement can be extended upon the mutual written consent of both parties (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Six Hundred Ninety Thousand Dollars (\$690,000.00) (the "Maximum Amount"); and

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

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 until April 1, 2012, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 1, 2012.

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

[Remainder of Page Intentionally Left Blank]

ULTIMATE PROCESS SERVICE, INC.

By

Name ULTIMATE PROCESS SERVICE, INC.

Title PROCESS SERVER

Date 12/15/11

NASSAU COUNTY

By

Name Richard R. Walker

Title Deputy County Executive

Date 2/28/12

PLEASE EXECUTE IN BLUE INK

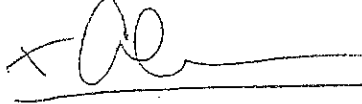
STATE OF NEW YORK)

)ss.:

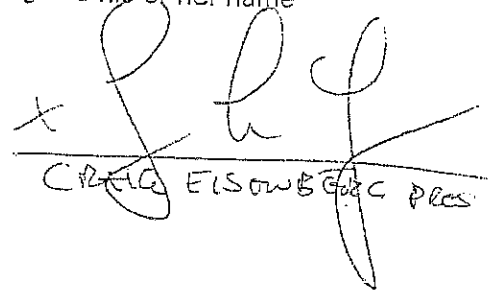
COUNTY OF NASSAU)

On the 15 day of December in the year 2011 before me personally came CRAG EISENBERG 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 ULTIMATE POLISS SERVICE 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



Alan Leibowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2013

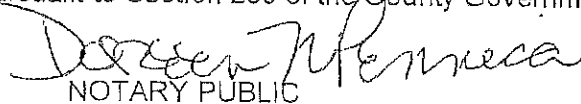

Crag Eisenberg Pres

STATE OF NEW YORK)

)ss.:

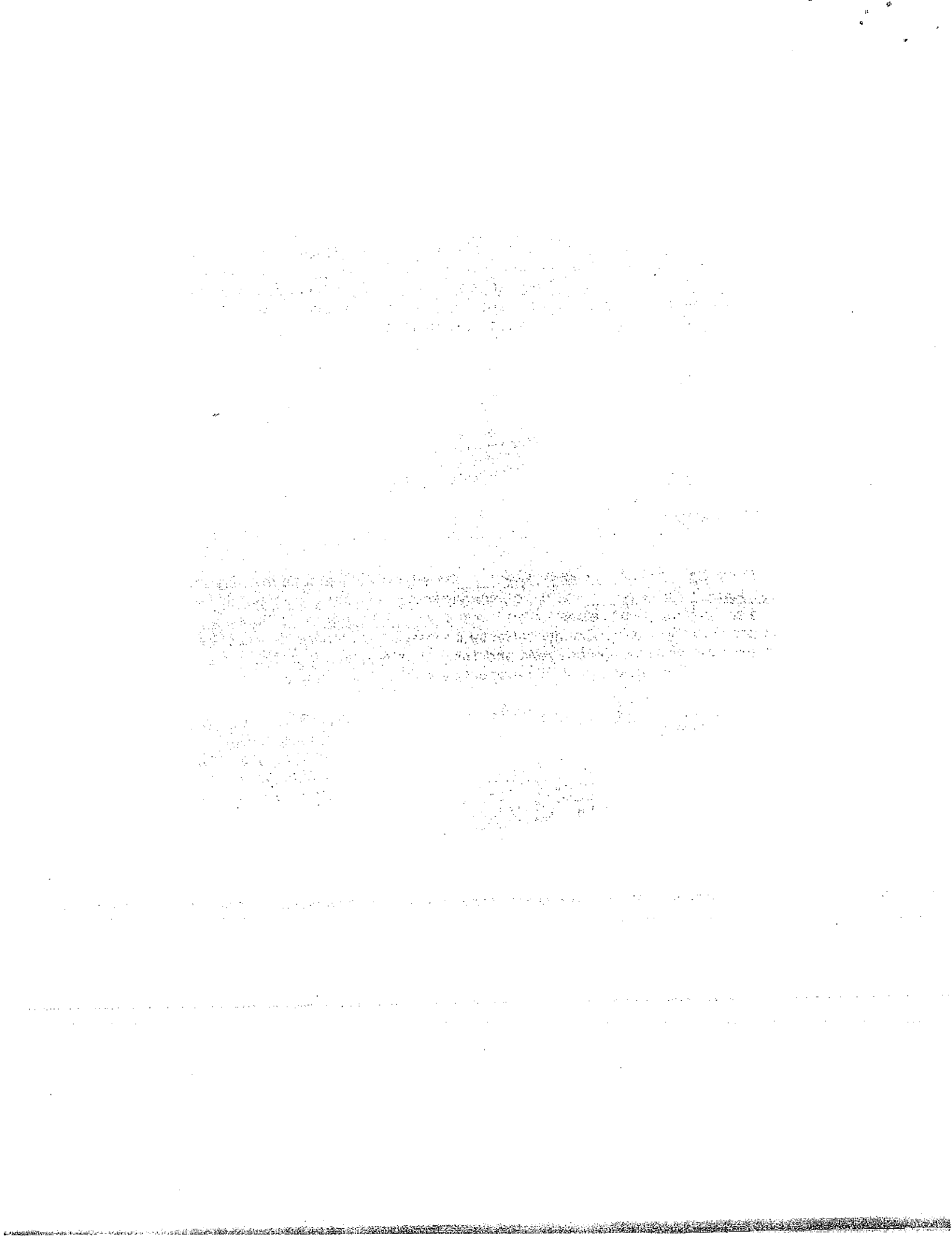
COUNTY OF NASSAU)

On the 28 day of February in the year 2012 before me personally came Richard R. Walkin 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

Alan Leibowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2013

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2014



Contract ID#: COAT04000038Department: AT
 Certified Copy
 received on 08/03/12

22

Contract Details

SERVICE Process Servers

E-151-12

NIFS ID #: CLAT12000012 NIFS Entry Date: 05/08/2012 Term: from 08/31/2004 - 12/31/2012

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Craig L. Eisenberg Ultimate Process Service, Inc.	Vendor ID# [REDACTED]
Address 293 Castle Avenue Westbury, NY 11590	Contact Person Craig L. Eisenberg
	Phone 516-333-3447

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
	OMB	NIFS Approval	<input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/29/12	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>		
	County Attorney	CA Approval as to form	<input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/>		
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/>		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>		



Contract Summary

Dispositive Amendment of contract of vendor who serves summonses and complaints on behalf of County. Attorney's fee amendment extends the term until 12/31/2012.

Purpose: To continue to provide service of legal process in connection with Misdemeanor DWI Vehicle Forfeiture Program and Traffic Court proceedings.

Method of Procurement This is an amendment

Procurement History: The original contract was obtained by soliciting proposals from ten process servers. Prior to issuing this amendment, the County Attorney's Office issued a new RFP in the fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Sum Security Services of Melville, Professional Service Investigations, Inc. of East Meadow and Ultimate Process Servers of Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was in the best interest of the County. The 2007 proposal from Ultimate Process did not raise fees from the time of the original contract in 2004. The services have been satisfactory.

Description of General Provisions: Extension of time.

Impact on Funding : Price Analysis: \$.01

Change in Contract From Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

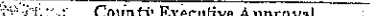


FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Date: _____

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name 	Name 	Date 6/12/12	
Date 7/19/12	Date 7/13/14	E #: (For Office Use Only)	

E-157-12

RULES RESOLUTION NO. 169 2012

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 NASSAU COUNTY ATTORNEY AND ULTIMATE PROCESS SERVICE, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/28/12
VOTING:
ayes 6 nays 0 abstained 0 recused 0
Legislators present: 6

WHEREAS, the County of Nassau, has negotiated an amendment to a personal services agreement with Ultimate Process Service, Inc., to provide service of legal process, 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 Ultimate Process Service, Inc.

RULES PENDING COMMITTEE

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 NASSAU COUNTY ATTORNEY AND ULTIMATE PROCESS SERVICE, INC.

WHEREAS, the County of Nassau, has negotiated an amendment to a personal services agreement with Ultimate Process Service, Inc., to provide service of legal process, 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 Ultimate Process Service, 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: Craig L. Eisenberg Ultimate Process Service, Inc.
(CLAT12000012)

CONTRACTOR ADDRESS: 293 Castle Avenue, Westbury, New York 11590

FEDERAL TAX ID #: 122628722

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 October 12, 2004. This is a renewal, extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of relevant pages are attached). The original contract was entered into after soliciting proposals from process servers. Prior to issuing this amendment, the County Attorney's Office issued a new RFP in fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Summit Security Service, Melville, Professional Service Investigations, Inc. of East Meadow and Ultimate Process Service, Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was the best interest of the County. The 2007 proposal from Ultimate Process did not raise fees from the terms of the original contract in 2004. The services have been satisfactory.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

required through an inter-municipal agreement.

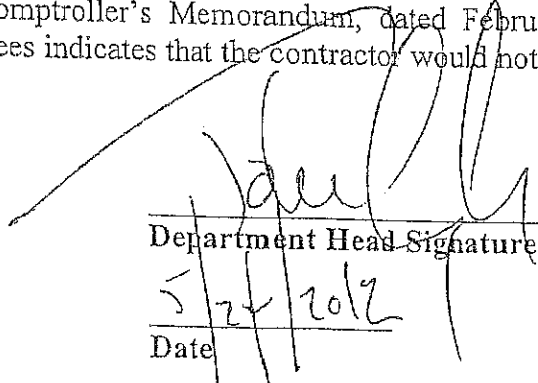
VI. ☐ This is a human services contract with a not-for-profit agency for which competitive process has not been initiated. Attached is a memorandum that explains the reason for entering into this contract without conducting a competitive process, and details when the department intends to initiate a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

5/24/2012

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

ULTIMATE PROCESS SERVICE, INC.
293 CASTLE AVE., SUITE 1C
WESTBURY, N.Y. 11590

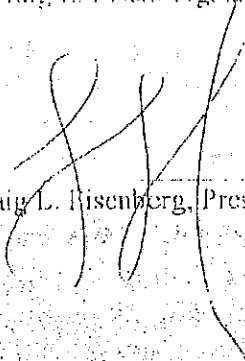
Office (516) 333-3447

Fax (516) 333-3448

Craig L. Eisenberg, Pres.

May 7, 2012

I, Craig L. Eisenberg, am the sole owner of Ultimate Process Service, Inc.


Craig L. Eisenberg, President

AMENDMENT NO. 10

AMENDMENT, (together with any appendices or exhibits hereto, this "Amendment"), dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Ultimate Process Service, Inc., a New York State corporation, having an office located at 293 Castle Avenue, Westbury, New York 11590 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT04000038 between the County and the Contractor, executed on behalf of the County on October 12, 2004, and as amended thereafter (the "Original Agreement"), the Contractor performed and continues to perform certain services for the County in connection with serving legal process in association with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings, 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 August 31, 2004 through April 1, 2012, provided that the Original Agreement can be extended upon the mutual written consent of both parties (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Six Hundred Ninety Thousand Dollars (\$690,000.00) (the "Maximum Amount"); and

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

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 until December 31, 2012, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2012.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]

11/15/11 11:11 AM - The parties have executed the Amendment to the H-1B Visa.

ULTIMATE PROCESS SERVICE, INC.

By:

Name: CRAIG L. FISHBURN

Title: PRESIDENT

Date: 5/2/12

NASSAU COUNTY

By:

Name: RICHARD R. WALLER

Title: Deputy County Executive

Date: 7/26/12

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 2 day of MAY in the year 2012 before me personally came ISAC L. FISCHER 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 ULTIMATE PROCESS SERVICE, 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

Alan Leibowitz
Notary Public, State of New York
Registration No. 01LE6029931
Qualified in Nassau County
Commission Expires August 30, 2013

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 26 day of JULY in the year 2012 before me personally came RICHARD R. WALKER to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci
CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

1. The first part of the report deals with the general situation of the country and the position of the various groups of the population. It is a very interesting and informative study of the social and economic conditions of the country.

2. The second part of the report deals with the political situation of the country. It is a very interesting and informative study of the political conditions of the country. It deals with the various political parties and the position of the government.

3. The third part of the report deals with the economic situation of the country. It is a very interesting and informative study of the economic conditions of the country. It deals with the various economic sectors and the position of the government.



E-83-13

 SERVICE Process Servers

Contract Details

 NIFS ID #: CLAT13000012 NIFS Entry Date: 03/14/2013 Term: from 08/31/2004 - 12/31/2013

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 11 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Craig L. Eisenberg Ultimate Process Service, Inc.	Vendor ID# [REDACTED]
Address 293 Castle Avenue Westbury, NY 11590	Contact Person Craig L. Eisenberg
	Phone 516-333-3447

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>			
	OMB	NIFS Approval <input type="checkbox"/>	3/19/13	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/22/13	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	3/22/13	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	03/25/13	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Fw'd Original K to CA <input type="checkbox"/>	3/27/13	[Signature]	
	Legislative Affairs	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	04/15/13	[Signature]	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	4/23/13	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/28/13	[Signature]	



Contract Summary

Description: Amendment to contract for a vendor who serves summonses and complaints on behalf of the County Attorney's Office. The amendment extends the term until 12/31/2013.

Purpose: To continue to provide service of legal process in connection with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings.

Method of Procurement: This is an amendment. It was determined that because no additional funding was needed, the services performed have been satisfactory, and the rates are the same, that the contract would be further extended. See procurement history below.

Procurement History: The original contract was obtained by soliciting proposals from ten process servers. Prior to issuing this amendment, the County Attorney's Office issued a new RFP in the fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Summit Security Services of Melville, Professional Service Investigations, Inc. of East Meadow and Ultimate Process Servers of Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was in the best interest of the County. The 2007 proposal from Ultimate Process did not raise fees from the time of the original contract in 2004. The services have been satisfactory.

Description of General Provisions: Extension of time.

Impact on Funding / Price Analysis: \$01

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

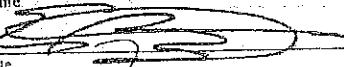

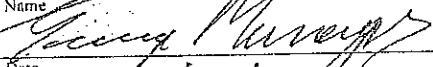
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$.01
2		\$
3		\$
4		\$
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		Date	3/28/13
Date	5/8/13	Date	4/23/13	(For Office Use Only)	
				E #:	

RULES RESOLUTION NO. 124-2013

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 NASSAU COUNTY ATTORNEY,
AND ULTIMATE PROCESS SERVICE, INC. Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 4/8/13

VOTING:

ayes 7 nays 0 abstained 0 recused 0

Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Ultimate Process Service, Inc. to provide service of
legal process, 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 the agreement with Ultimate Process Service, Inc.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND ULTIMATE PROCESS SERVICE, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Ultimate Process Service, Inc. to provide service of legal process, 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 the agreement with Ultimate Process Service, 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: Craig L. Eisenberg Ultimate Process Service, Inc.
(CLAT13000012)

CONTRACTOR ADDRESS: 293 Castle Avenue, Westbury, New York 11590

FEDERAL TAX ID #: 122628722

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 October 12, 2004, and amended thereafter. 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). It was determined that because no additional funding was needed, the services performed have been satisfactory, and the rates are the same, that the contract would be further extended. The original contract was entered into after soliciting proposals from ten process servers. Prior to issuing this amendment, the County Attorney's Office issued a new RFP in the fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Summit Security Services of Melville, Professional Service Investigations, Inc. of East Meadow and Ultimate Process Servers of Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was in the best interest of the County. The 2007 proposal from Ultimate Process did not raise fees from the time of the original contract in 2004. The services have been satisfactory.

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.

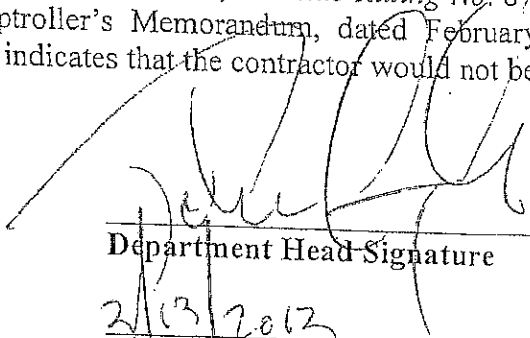
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

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

2/13/2013

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Disclosure

Craig L. Eisenberg(President/Owner)
293 Castle ave. suite 1c, Westbury, NY 11590
516-333-3447

AMENDMENT NO. 11

AMENDMENT. (together with any appendices or exhibits hereto, this "Amendment"), dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Ultimate Process Service, Inc., a New York State corporation, having an office located at 293 Castle Avenue, Westbury, New York 11590 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT04000038 between the County and the Contractor, executed on behalf of the County on October 12, 2004, and as amended thereafter (the "Original Agreement"), the Contractor performs certain services for the County in connection with serving legal process in association with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings, 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 August 31, 2004 through December 31, 2012, provided that the Original Agreement can be extended upon the mutual written consent of both parties (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Six Hundred Ninety Thousand Dollars (\$690,000.00) (the "Maximum Amount"); and

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

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 one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2013.
2. 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

ULTIMATE PROCESS SERVICE, INC

By:

Name: PAUL C. ELSTON

Title: President / Owner

Date: MARCH 1, 2013

NASSAU COUNTY

By:

Name: Richard A. Walker

Title: County Executive

Chief Deputy County Executive

Date: 4/30/13

PLEASE EXECUTE IN BLUE INK

1. The first part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the company.

2. The second part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the company.

3. The third part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the company.

4. The fourth part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the company.

5. The fifth part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the company.

6. The sixth part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the company.

7. The seventh part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the company.

8. The eighth part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the company.

9. The ninth part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the company.

10. The tenth part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the company.

Contract ID#: COAT04000038

*Lettered contract
received on 09/25/2014*

Department: County Attorney

Contract Details

SERVICE Process Servers

NIFS ID #: CLATI4000023 NIFS Entry Date: 08/08/2014 Term: from 08/31/2004 - 12/31/2014

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 12 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Ultimate Process Service, Inc. (Craig L. Eisenberg)	Vendor ID# [REDACTED]
Address 585 Stewart Avenue Suite LL-16 Garden City, New York 11530	Contact Person Craig L. Eisenberg
	Phone 516-333-3447

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appvd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		<i>[Signature]</i>	
	OMB	NIFS Approval	<i>8/10/14</i>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<i>8/29/14</i>	County Attorney	CA RE&I Verification	<i>9/2/14</i>	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<i>9/3/14</i>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	LEG	Legislative Affairs			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	Fw'd Original K to CA			
	County Attorney	NIFS Approval	<i>9/3/14</i>	<i>[Signature]</i>	
	County Comptroller	NIFS Approval	<i>9/15/14</i>	<i>[Signature]</i>	<i>11/2/14</i>
	County Executive	Notarization Filed with Clerk of the Leg.	<i>9/8/14</i>	<i>[Signature]</i>	

PR5254 (8/04)



Contract Summary

Description: Amendment to contract for a vendor who serves summonses and complaints on behalf of the County Attorney's Office. The amendment extends the contract term until 12/31/2014.

Purpose: To continue to provide service of legal process in connection with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings.

Method of Procurement: This is an amendment. It was determined that because no additional funding was needed, the services performed have been satisfactory, and the rates are the same, the contract would be further extended. See procurement history below.

Procurement History: The original contract was obtained by soliciting proposals from ten process servers. Prior to issuing this amendment, the County Attorney's Office issued a new RFP in the fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Summit Security Services of Melville, Professional Service Investigations, Inc. of East Meadow and Ultimate Process Servers of Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was in the best interest of the County. The 2007 proposal from Ultimate Process did not raise fees from the time of the original contract in 2004. The services have been satisfactory.

Description of General Provisions: See above.

Impact on Funding / Price Analysis: \$.01

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$.01
2		\$.01
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name: _____ Date: 9/18/14 (For Office Use Only)	
Name: _____	Date: 9/16/14	Name: _____	Date: 9/15/14	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: Ultimate Process Service, Inc. (Craig L. Eisenberg)
(CLAT14000023)

CONTRACTOR ADDRESS: 585 Stewart Avenue, Suite LL-16, Garden City, New York 11530

FEDERAL TAX ID #: 122628722

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

The contract was originally executed by Nassau County on October 12, 2004, and amended thereafter. 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). It was determined that because no additional funding was needed, the services performed have been satisfactory, and the rates are the same, the contract would be further extended. The original contract was entered into after soliciting proposals from ten process servers. Prior to issuing this amendment, the County Attorney's Office issued a new RFP in the fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Summit Security Services of Melville, Professional Service Investigations, Inc. of East Meadow and Ultimate Process Servers of Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was in the best interest of the County. The 2007 proposal from Ultimate Process did not raise fees from the time of the original contract in 2004. The services have been satisfactory.

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.

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

8/14/14
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

ULTIMATE PROCESS SERVICE, INC.
585 STEWART AVE, STE LL-16
GARDEN CITY NY 11530

Office (516) 333-3447

Fax (516) 333-3448

Craig L. Eisenberg, Pres.

To Whom It May Concern:

My name is Craig Eisenberg. I am the President of Ultimate Process Service, Inc. I am the only principle and only shareholder.

Office:

585 Stewart Avenue, Ste LL-16

Garden City NY 11530

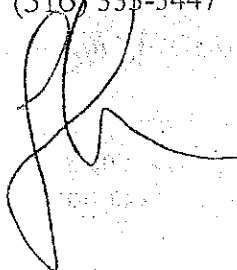
(516) 333-3447

(516) 333-3448 (fax)

Craig Eisenberg

Ultimate Process Service, Inc.

(516) 333-3447



AMENDMENT NO. 12

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) Ultimate Process Service, Inc., a New York State corporation, having an office located at 293 Castle Avenue, Westbury, New York 11590 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT04000038 between the County and the Contractor, executed on behalf of the County on October 12, 2004, and as amended thereafter (the "Original Agreement"), the Contractor performs certain services for the County in connection with serving legal process in association with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings, 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 August 31, 2004 through December 31, 2013, provided that the Original Agreement can be extended upon the mutual written consent of both parties (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Six Hundred Ninety Thousand Dollars (\$690,000.00) (the "Maximum Amount"); 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 one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014.

2. 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.

ULTIMATE PROCESS SERVICE, INC.

By: 

Name: CRAG H. EISENBERG

Title: PRESIDENT

Date: 8/4/14

NASSAU COUNTY

By: 

Name: RICHARD R. WALKER

Title: County Executive

☒ Deputy County Executive

Date: 9/8/14

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 4 day of AUGUST in the year 2014 before me personally came CHAC L. EISENBERG to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of MASSACHUSETTS; that he or she is the President of ULTIMATE PROCESS SERVICES, 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.

Alexander James
Notary Public, State of New York
Registration No. 01JA6029931
Qualified in Nassau County
Commission Expires August 30, 2017

COUNTY OF NASSAU)

On the 8 day of September in the year 2014 before me personally came Richard R Walker to me personally known; who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a 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.

Section 205 of the County Government Law of
Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE235026
Qualified in Nassau County
Commission Expires April 02, 2016

the first of these is the fact that the
the second is the fact that the
the third is the fact that the

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the fourteenth is the fact that the

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the sixteenth is the fact that the

Contract ID#: COAT04000038

Contract received on 07/02/15 **E-69-15**
 Department: County Attorney *LR*

Contract Details

SERVICE: Process Servers

NIFS ID #: CLAT15000003 NIFS Entry Date: 03/13/2015 Term: from 08/31/2004 - 12/31/2015

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 13 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Ultimate Process Service, Inc. (Craig L. Eisenberg)	Vendor ID# 122628722-01
Address 585 Stewart Avenue Suite LL-16 Garden City, New York 11530	Contact Person Craig L. Eisenberg
	Phone 516-333-3447

County Department	
Department Contact Daniel Gregware	
Address 1 West Street Mineola, New York 11501	
Phone (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept.) NIFS Appvl (Dept. Head)		<i>CD LR</i>	
	OMB	NIFS Approval		<i>4/13/15 [Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/13/15	County Attorney	CA RE&I Verification	4/13/15	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	4/13/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	4/15/15	<i>[Signature]</i>	
	County Attorney	NIFS Approval	5/8/2015	<i>[Signature]</i>	
	County Comptroller	NIFS Approval	6/6/2015	<i>[Signature]</i>	
4/17/16	County Executive	Notarization Filed with Clerk of the Leg.	4/17/16	<i>[Signature]</i>	

PR5254 (8/04)



Contract Summary

Description: Amendment to contract for a vendor who serves summonses and complaints on behalf of the County Attorney's Office. The amendment extends the contract term until 12/31/2015 and increases the maximum amount by \$100,000.00.

Purpose: To continue to provide service of legal process in connection with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings.

Method of Procurement: This is an amendment. It was determined that since the services performed have been satisfactory, and the rates are the same which remain competitive, the contract would be further extended. See procurement history below.

Procurement History: The original contract was obtained by soliciting proposals from ten process servers. Prior to issuing this amendment, the County Attorney's Office issued a new RFP in the fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Summit Security Services of Melville, Professional Service Investigations, Inc. of East Meadow and Ultimate Process Servers of Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was in the best interest of the County. The 2007 proposal from Ultimate Process did not raise fees from the time of the original contract in 2004. The services have been satisfactory.

Description of General Provisions: See above.

Impact on Funding / Price Analysis: \$100,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$100,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	\$100,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$100,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification I certify that this document was accepted into NIFS. Name: <u>AK</u> Date: <u>6/9/15</u>		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <u>[Signature]</u> Date: <u>June 9, 2015</u>		County Executive Approval Name: <u>[Signature]</u> Date: <u>4/17/15</u> (For Office Use Only) E #: _____	
---	--	--	--	---	--

E 69-15

RULES RESOLUTION NO. 89 - 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 NASSAU COUNTY ATTORNEY,
AND ULTIMATE PROCESS SERVICE, INC. Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 5-4-15

VOTING:

ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Ultimate Process Service, Inc. to provide service of
legal process, 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 Ultimate Process Service, Inc.

RULES RESOLUTION NO. - 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY,
AND ULTIMATE PROCESS SERVICE, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Ultimate Process Service, Inc. to provide service of
legal process, 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 Ultimate Process Service, 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: Ultimate Process Service, Inc. (Craig L. Eisenberg)
(CLAT15000003)

CONTRACTOR ADDRESS: 585 Stewart Avenue, Suite LL-16, Garden City, New York 11530

FEDERAL TAX ID #: 122628722

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

The contract was originally executed by Nassau County on October 12, 2004, and amended thereafter. 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). It was determined that because services performed have been satisfactory and the rates are the same which remain competitive, the contract would be further extended. The original contract was entered into after soliciting proposals from ten process servers. Prior to issuing this amendment, the County Attorney's Office issued a new RFP in the fall of 2007. Four vendors responded: C-ME Process Service of Babylon, Summit Security Services of Melville, Professional Service Investigations, Inc. of East Meadow and Ultimate Process Servers of Westbury. The County Attorney's staff determined that continuing to contract with Ultimate Process was in the best interest of the County. The 2007 proposal from Ultimate Process did not raise fees from the time of the original contract in 2004. The services have been satisfactory.

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.

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

3/26/11

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

GUIDELINES FOR DISCLOSURE

The County Legislature requires the following information prior to consideration:

- Names and business addresses and telephone numbers of all Principals.

The term "Principal" means a stockholder, officer, director, partner, member, or other controlling person of a business or entity including the following: a corporation, professional service corporation, joint stock company, general or limited partnership, limited association, limited liability company (including a professional service limited liability company), foreign liability company (including a foreign professional service limited liability company), joint venture, real estate investment trust, business trust or other trust, or sole proprietorship.

If an entity is traded on a public exchange then the above disclosure is not required, but a copy of the disclosure required by the SEC must accompany the proposed resolution together with a statement by the petitioner or its attorney that the company is publicly traded.

Principal: CRAIG L. ELSEMBERG 54 BEATRICE LN OLD BEETHAMPTON CT 06180
(516) 845-3824

OFFICE
585 STEWART AVE STE LL 16
GARDEN CITY, NY. 11530
(516) 333-3447

EMAIL

ULTISERVOIR@GMAIL.COM

AMENDMENT NO. 13

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) Ultimate Process Service, Inc., a New York State corporation, having an office located at 585 Stewart Avenue, Suite LL-16, Garden City, New York 11530 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT04000038 between the County and the Contractor, executed on behalf of the County on October 12, 2004, and as amended thereafter (the "Original Agreement"), the Contractor performs certain services for the County in connection with serving legal process in association with the Misdemeanor DWI Vehicle Forfeiture Program and Family Court proceedings, 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 August 31, 2004 through December 31, 2014, provided that the Original Agreement can be extended upon the mutual written consent of both parties (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Six Hundred Ninety Thousand Dollars (\$690,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to extend the Original Term and increase the Maximum Amount.

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Thousand Dollars (\$100,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Seven Hundred Ninety Thousand Dollars (\$790,000.00) (the "Amended Maximum Amount").
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

ULTIMATE PROCESS SERVICE, INC.

By: 

Name: CRASC EISENBERG

Title: PRESIDENT

Date: 3/11/15

NASSAU COUNTY

By: 

Name: Charles R. Ruffalo

Title: County Executive

☒ Deputy County Executive

Date: 6/19/15

PLEASE EXECUTE IN BLUE INK

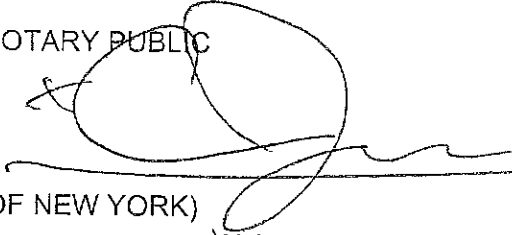
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 11 day of MARCH in the year 2015 before me personally came CRIC EISENBERG 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 ULTIMATE PROCESS SERVICE, 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



Alexander James
Notary Public, State of New York
Registration No. 01JA6029931
Qualified in Nassau County
Commission Expires August 30, 2017

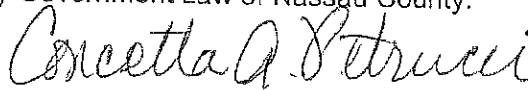
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19 day of June in the year 2015 before me personally came Charles Ribardo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE0259026
Qualified in Nassau County
Commission Expires April 02, 2016

EXECUTIVE ORDER NO. 1 - 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, that the Office of the Nassau County Attorney shall ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid shall include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form") attached hereto and made a part hereof; and it is further

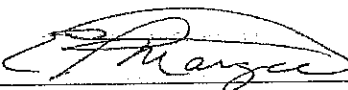
ORDERED, that the Department of Purchasing/Shared Services ensure every bid document published on the Nassau County Purchasing website, including but not limited to Requests for Proposals, include the Disclosure Form; and it is further

ORDERED, that each department operating under the Office of the County Executive shall be responsible for obtaining a completed copy of the Disclosure Form from all vendors and prospective vendors and all other contractors and prospective contractors or other parties wishing to do business with the County, and attaching a copy of said form to the bid, offer, proposal or proposed contract involved; and it is further

ORDERED, the Office of the Nassau County Attorney shall ensure that every proposed contract includes the Disclosure Form completed by the consultant, contractor or vendor to whom the contract was awarded prior to such contract being routed to the various agencies, including - but not limited to - the Nassau County Office of Management and Budget, the Comptroller's Office and the Office of the County Executive; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015


EDWARD P. MANGANO
COUNTY EXECUTIVE

E. 257.16**Contract Details**SERVICE: Collection Services ContractNIFS ID #: CLTV16000006NIFS Entry Date: 8/25/2016Term: Three years from date of execution

New	<input type="checkbox"/>	Renewal	<input type="checkbox"/>
Amendment #1	X		
Time Extension	X		
Addl. Funds	<input type="checkbox"/>		
Blanket Resolution	<input type="checkbox"/>		
RES#			

1) Mandated Program:	Yes X	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name RTR Financial Services, Inc.	Vendor ID# 134032618
Address 1000 South Avenue Suite 103 Staten Island, NY 10314	Contact Person Robert Reilly Phone (718)-668-2881 x 117

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 App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> 8/25/16	<i>John G. Marks</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 8/25/16	<i>William Corte</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
9/1/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 9/1/16	<i>[Signature]</i>	
9/1/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 9/1/16	<i>[Signature]</i>	
9/1/16	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 9/1/16	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>		
	Chief Deputy County Executive		<input type="checkbox"/>		
9/1/16	Deputy County Executive		<input type="checkbox"/> 9/1/16	<i>[Signature]</i>	

Contract Summary

Description:

Original contract is a three-year contract with the option to renew for two additional one year terms. This Amendment #1 adds three (3) additional one-year renewal options for a total of five (5) additional one year periods and at this time is exercising the first one (1) year renewal option. In addition, this Amendment elects to activate the original option to allow the vendor to assist in processing Default Judgments at no cost to the County, cost borne by debtor. Payment to vendor is contingent upon the amount collected by contractor and is more fully set forth in paragraph three of said contract.

Purpose:

The contractor provides debt collection services regarding past due fines from parking and traffic tickets as set forth in said contract, which TPVA cannot collect due to the lack of resources available.

Method of Procurement:

TPVA initiated the Request for Proposal process on March 25, 2012. Approximately eighteen companies' submitted proposals and some performed demonstrations. TPVA then interviewed top 5 candidates. TPVA selected RTR Financial Services, Inc. according to standard county procurement procedures.

Procurement History:

This contract was previously granted to AllianceOne Receivables Management, Inc. who has been serving the agency since 2008. However, after the current Request for Proposal was released, RTR Financial Services, Inc. is one of eighteen vendors who submitted successful proposals.

Description of General Provisions:

The Traffic and Parking Violations Agency will assign delinquent parking and traffic tickets as outlined in the contract to Contractor for collection. Contractor will provide a variety of services associated with collection, including but not limited to initiating a call center, credit reporting, linking to DMV, sending notices and interfacing with TPVA's computer system.

Impact on Funding / Price Analysis:

Contractor will be paid on a contingency basis and said funds are required to meet the requirements of the contract.

Change in Contract from Prior Procurement: Pricing and fee structure. Collection fee now calculated on total amount due. Previous calculation was based upon violation distribution code (set by NYS OSC) and was calculated upon fine and penalty due. Amendment adds three additional one year renewal options. In addition, amendment elects to activate the original option to allow vendor to assist in processing Default Judgments at no cost to the County, cost is borne by debtor.

Recommendation: Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CL


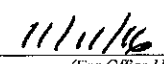
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 0.01

Document Prepared By: **Irene Higgins**

Date: **8/25/2016**

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 
Date		Date	(For Office Use Only)
			E #:



Nassau County Interim Finance Authority

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

1. Vendor: RTR FINANCIAL SERVICES, INC. (Amendment #CLTV16000006)

2. Dollar amount requiring NIFA approval: \$ 0.00

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: 9/20/13-9/20/16

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: This is a current contract.

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % ☐
☐ Other State % ☐
County % ☐

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

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

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

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

Contractor provides debt collection services regarding past due fines from traffic violations which TPVA cannot collect due to lack of resources available for collection efforts. At this time we are exercising a one year renewal option. Payment is contingent upon the amount collected by contractor and is more fully set forth in said contract.

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:

CQTV13000003 - current contract; \$375,000.00 encumbered in 2016.

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.

Ball _____
Signature Title Date 8/31/12

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: RTR FINANCIAL SERVICES, INC.

CONTRACTOR ADDRESS: 1000 SOUTH AVE., STE 103, STATEN ISLAND, NY
10314

FEDERAL TAX ID #: 134032618

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

The contract was originally executed by Nassau County on September 20, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a RFP was initiated on March 25, 2012. Approximately, eighteen companies' submitted proposals and the top five candidates were interviewed. RTR was selected based on the standard county procurement procedures. 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. *(see attached)*

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.

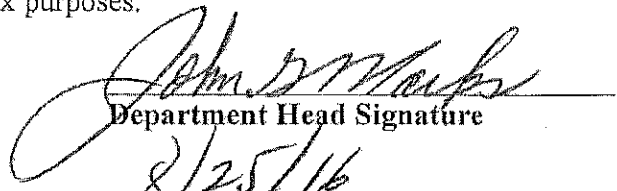
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & 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. ☒ 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
8/25/16
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

EDWARD P. MANGANO
COUNTY EXECUTIVE



JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2700

INTER-DEPARTMENTAL MEMO

TO: County Attorney

FROM: John G. Marks
Executive Director, NCTPVA

DATE: November 14, 2016

SUBJECT: Supplemental Information for RTR Financial Services, Inc.
Item E-212-16 on Monday's 121/5/16 Rules Committee Calendar

The performance of RTR Financial Services, Inc. (RTR) is not only acceptable to TPVA standards, but exceeds performance of past collection vendors. RTR maintains a high collection/liquidation rate on traffic (moving) violations. RTR averages 35% collection/liquidation rate on traffic violations, whereby the rate is well above the industry standards after 1 year (sources www.debtcollectionanswers.com, www.tsico.com).

In addition to an acceptable performance evaluation of the vendor's activities, the vendor was the lowest cost bidder.

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 TRAFFIC AND PARKING VIOLATIONS AGENCY, AND RTR FINANCIAL SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with RTR Financial Services, Inc. to provide debt collection 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 amendment to an agreement with RTR Financial Services, Inc.

EDWARD P. MANGANO
County Executive



CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Re: Contracts to be posted on the County Website

Date: March 30, 2016

In order to avoid the disclosure of vendor information not subject to the Freedom of Information Law (FOIL), you or your designee should do the following:

You shall advise all persons and companies ("Contractors") submitting contract bids, proposals, or other information that will be included in the contract package, that the Contractor may submit, in addition to their routine paperwork, a duplicate redacted version of the paperwork. Such "website ready" paperwork will be posted on the County Legislature's website upon filing the proposed contract for Legislative approval. The "website ready" paperwork may also be used to respond to FOIL requests.

The "website ready" paperwork shall be identical to the paperwork being submitted for consideration by the department, except that the Contractor will have the opportunity to redact all information of a private or personal nature. The "website ready" paperwork is to be attached to the contract package that is being submitted for County approvals. If no "website ready" paperwork is attached to the contract package, it will be presumed that an un-redacted version of the paperwork is acceptable for posting on the County website.

Contractors shall be advised that redactions must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law. The type of information that is excepted from FOIL disclosure and may be redacted includes, but is not limited to, social security numbers, home or personal telephone numbers, home addresses, e-mail addresses or social network usernames, information of a personal nature where disclosure would result in economic or personal hardship, and trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it. The Contractor shall explain the reason(s) for each redaction. Further, the County reserves the right to unilaterally, without notice, reject Contractor redactions or make additional redactions.

Contractors shall be further advised that failure to submit "website ready" paperwork, including paperwork where redactions are not explained, shall be deemed their consent to the posting of the paperwork in its entirety. The County Legislature will then post an un-redacted version of the paperwork and provide such version to the public if requested pursuant to FOIL, subject to redaction by the County's internal FOIL disclosure procedures.

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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

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

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

Vendor: RTA Financial Services Inc.

Dated: 8/12/16

Signed: [Signature]

Print Name: Robert T. Reilly

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):

Not applicable

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

None

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.

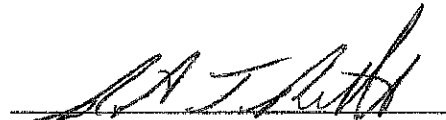
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 8/12/16

Signed:



Print Name:

Robert T. Reilly

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.

COUNTY OF NASSAU

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

1. Name of the Entity: RTB Financial Services, Inc.

Address: 2 Teleport Drive, Suite 302

City, State and Zip Code: Staten Island, NY 10311

2. Entity's Vendor Identification Number: 1100112302

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):

Robert T. Reilly, President - 2 Teleport Drive, Suite 302

Staten Island, NY 10311

Robert J. Reilly, Vice President - 2 Teleport Drive, Suite 302

Staten Island, NY 10311

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.

Robert T. Reilly, 2 Teleport Drive, Suite 302, Staten Island, NY 10311;

(Tackora LLC) Barbara Haulihan, 901 North Broadway

White Plains, NY 10603;

Allen Miller, 124 Adair Drive, Staten Island,

NY 10314.

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: 8/12/16

Signed: 

Print Name: Robert T. Reilly

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.

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 T. Reilly
Date of birth 4 / 9 / 57
Home address 119 Clarke Avenue
City/state/zip Staten Island NY 10306
Business address 2 Teleport Drive, Suite 202
City/state/zip Staten Island NY 10311
Telephone (718) 668-2881
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 10/26/98 Treasurer 10/26/98
Chairman of Board Shareholder 10/26/98
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, (10%) _____
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. X
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. _____

X PERSONAL GUARANTEE OF A BUSINESS CREDIT
LINE FROM CITISIE BANK IN Rev. 3-2016
THE AMOUNT OF \$1,250,000.00.

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.

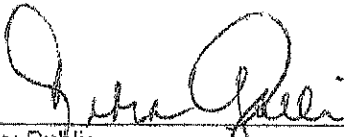
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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 T. Reilly, 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.

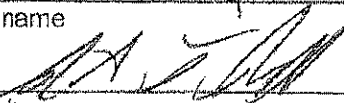
Sworn to before me this 12 day of August 2016



Notary Public
DEBRA GALLI
Notary Public, State of New York
No. 01GA5078181
Qualified in Westchester County
Term Expires: May 19, 2019

BTB Financial Services Inc.
Name of submitting business

Robert T. Reilly
Print name



Signature

President
Title

8 / 12 / 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 Robert J. Bailly
Date of birth 9/27/83
Home address 195 Wolverine Street
City/state/zip Staten Island, NY 10306
Business address 2 Teleport Drive, Suite 302
City/state/zip Staten Island, NY 10306
Telephone (718) 668-2881
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)
President _____ Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer 01/01/98 Secretary 01/01/08
Chief Financial Officer _____ Partner _____
Vice President 01/01/08 - Present _____
(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? 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 contract 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.

PRINCIPAL QUESTIONNAIRE FORM

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 J. Reilly, 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 November 2016

Sara Lee Martinez
Notary Public

Sara Lee Martinez
Notary Public, State of New York
No. 01MA6125846
Qualified in Westchester County
Commission Expires April 25, 2017

BTR Financial Services, Inc.
Name of submitting business

Robert J. Reilly
Print name

RJR
Signature

Vice President
Title

11/17/16
Date

PRINCIPAL QUESTIONNAIRE FORM

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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 Barbara Houlihan (Tackora LLC)
Date of birth 5 / 13 / 56
Home address 202 Spring Valley Road
City/state/zip Ridgefield, CT 06877
Business address 901 North Broadway
City/state/zip White Plains, NY 10603
Telephone (914) 946-0647
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other) No member of Tackora LLC is an officer, director or employee of RTR Financial Services, Inc.
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 25%
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.
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 - 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.
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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 T. Reilly, 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 August 2016

Debra Galli
Notary Public

DEBRA GALLI
Notary Public, State of New York
No. 01GA6078181
Qualified in Westchester County
Term Expires: May 19, 2019

BTR Financial Services, Inc.
Name of submitting business

Robert T. Reilly
Print name

[Signature]
Signature

President
Title

8 / 12 / 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: 8/12/16

1) Proposer's Legal Name: BTR Financial Services, Inc.

2) Address of Place of Business: 2 Teleport Dr, Ste 302, Staten Island NY 10311

List all other business addresses used within last five years:

543 Father Capodanno Blvd, Staten Island, NY 10305

3) Mailing Address (if different): _____

Phone: (718) 668-2881

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 123416310

5) Federal I.D. Number: 134032618

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 not applicable

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.

In the event of a conflict, Nassau County will be notified.

- 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:

Please see
attached.

- 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 Mount Sinai Hospital

Contact Person Carolyn Albanese, Vice President of Finance

Address One Gustave L. Levy Place

City/State New York, NY 10029

Telephone (212) 731-3752

Fax # _____

E-Mail Address carolyn.albanese@mountsinai.org

Company NYU Hospitals Center
Contact Person Wes Smith - Senior V.P. of Patient Financial Services
Address 14 Wall Street
City/State New York, NY 10005
Telephone (212) 404-4301
Fax # _____
E-Mail Address wesley.smith@nyumc.org

Company Wyckoff Heights Hospital
Contact Person Josine Castillo - Director of Patient Financial Services
Address 374 Stockholm Street
City/State Brooklyn, NY 11237
Telephone (718) 240-1866
Fax # _____
E-Mail Address jcastillo@wyckoffhospital.org

CERTIFICATION

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I, Robert T. Reilly, 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 August 2016

Debra Galli
Notary Public
DEBRA GALLI
Notary Public, State of New York
No. 01GA5078181
Qualified in Westchester County
Term Expires: May 19, 2019

Name of submitting business: RTB Financial Services, Inc.

By: Robert T. Reilly
Print name
[Signature]
Signature

President
Title

8 / 12 / 16
Date

Business History Form
RTR Financial Services, Inc.

Section A

- i) Date of formation: October 28, 1998.
- ii) Name, address, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Robert T. Reilly, 2 Teleport Drive, Suite 302, Staten Island, NY 10311
(President/Shareholder); Tackora LLC, 901 North Broadway, White Plains, NY
10603 (Shareholder); Allen Miller, 124 Ada Drive, Staten Island, NY 10314
(Shareholder).
- iii) Name, address and position of all officers and directors of the company:
Robert T. Reilly, 119 Clarke Avenue, Staten Island, NY 10306 (President); Robert J.
Reilly, 195 Wolverine Street, Staten Island, NY 10306 (Vice President, Secretary and
Treasurer).
- iv) State of incorporation: New York.
- v) The number of employees in the firm: 151
- vi) Annual revenue of firm: \$15,316,037.00 (Fiscal Year 2015)
- vii) Summary of relevant accomplishments: See attached Facts and Figures.
- viii) Copies of all state and local licenses and permits: See attached.

Section B

Indicate number of years in business: 18

Section C

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

See attached Facts and Figures.

Section 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.

1) NYU Langone Medical Center

Wes Smith, Senior Vice President of Patient Financial Services

14 Wall Street, New York, New York 10005

Telephone No.: (212) 404-4301

2) Mount Sinai Hospital

Carolyn Albanese, Vice President of Patient Financial Services

1 Gustave L. Levy Place, New York, New York 10029

Telephone No.: (212) 731-3752

3) Wyckoff Heights medical Center

Jaime D. Castillo, Director of Patient Accounts

374 Stockholm Street, Brooklyn, New York 11237

Telephone No.: (718) 240-1866

— FACTS & FIGURES —

TOTAL VALUE OF ACCOUNTS: \$781,907,766.56*

TOTAL NUMBER OF REFERRALS: 657,073*

***2015 Year-End Totals**

FOUNDED: October 26, 1998 in the State of New York

LOCATIONS: Headquarters:
2 Teleport Drive, Suite 302
Staten Island, NY 10311

Westchester, New York Office:
901 North Broadway
White Plains, NY 10603

CURRENT CLIENT ROSTER (PARTIAL):

HEALTHCARE CLIENTS:

NEW YORK-PRESBYTERIAN HOSPITAL	NYU LANGONE MEDICAL CENTER
WYCKOFF HEIGHTS HOSPITAL	MOUNT SINAI HOSPITAL
MOUNT SINAI HOSPITAL QUEENS	LUTHERAN MEDICAL CENTER
BLYTHDALE CHILDREN'S HOSPITAL	STATEN ISLAND UNIVERSITY HOSPITAL

MUNICIPAL CLIENTS:

NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY
NEW YORK CITY DEPARTMENT OF FINANCE
VALLEY VIEW CENTER FOR NURSING AND REHABILITATION (COUNTY OF ORANGE NEW YORK)
STATE UNIVERSITY OF NEW YORK DOWNSTATE MEDICAL CENTER

NUMBER OF EMPLOYEES: 151

RTR has been able to foster a community-based workforce with strong retention rates. *Women comprise 79% of our personnel, of which 45% are the sole incoming-producing members of their households.*

TRADE ASSOCIATION MEMBERSHIPS:

- American Association of Healthcare Administrative Management
- American Collectors Association
- New York State Collectors Association
- Healthcare Financial Management Association
 - Corporate Sponsor
 - Lena Barone, RTR Vice-President of Client Services
 - Committee Member: The Joseph A. Levi Annual Education Institute,
 - Central Registration and Special Events
 - Founders Merit Award 2010

Consumer Affairs Debt C License

Business Name:

R.T.R. FINANCIAL SERVICES INC.

DBA/Trade Name:

Business Address:

2 TELEPORT DR STE 302

STATEN ISLAND, NY 10311-1004

License Number: 1000523-DCA

Issued: 12/30/2014 **Expires:** 01/31/2017



34926-2014-RDEB

New York City Department of Consumer Affairs
42 Broadway, New York, NY 10004

Consumer Affairs Debt C License

Business Name:

R.T.R. FINANCIAL SERVICES INC.

DBA/Trade Name:

Business Address:

901 N BROADWAY STE 3B

WHITE PLAINS, NY 10603-2413

License Number: 1130629-DCA

Issued: 12/26/2014 **Expires:** 01/31/2017



34627-2014-RDEB

New York City Department of Consumer Affairs
42 Broadway, New York, NY 10004



Byron W. Brown
Mayor

CITY OF BUFFALO
Department of Permit & Inspection Services
Office of Licenses

65 Niagara Sq. Rm. 301
Buffalo, NY 14202
(716) 851-4078



James Comerford
Commissioner

COLLECTION AGENCY

R.T.R. FINANCIAL SERVICES INC.
2 TELEPORT DR SUITE 302
STATEN ISLAND, NY 10311

License Number
CAG15-10030525

To collect, advertise to collect, attempt to collect or hold himself or itself out as able or willing to collect, for hire or remuneration in any form, any bill, debt, demand, sum of money or other thing of value due or claimed to be due or owing to any other person, firm or corporation in accordance with Sections 1 thru 12, Chapter 140



Date Expires: 09/30/2018

Director of Permit & Inspection Services

License holder is responsible for renewal of license within 30 days of expiration date

THIS LICENSE IS NON-TRANSFERRABLE



LICENSE NUMBER: 9619

CITY OF YONKERS

**ADMINISTRATIVE ADJUDICATION BUREAU
CONSUMER PROTECTION BUREAU**

TO ALL WHOM THESE PRESENTS MAY CONCERN KNOW YE THAT
Robert T. Reilly - R.T.R. Financial Services Inc.
LOCATED AT

2 Teleport Drive, Suite 302 ~ Staten Island NY 10311

In consideration of \$150.00 receipt which is acknowledged, the above is hereby granted a non-transferable license to operate as a **DEBT COLLECTION AGENCY** in the City of Yonkers.
This license must be posted conspicuously.

This License is granted subject to the strict observance of all laws, ordinances & regulations enacted for the City's welfare so far as they may apply. Unless revoked or suspended, this license is:

May 31, 2017

05/31/16

EXPIRES

ISSUED

Robert T. Reilly

SECRET

DIRECTOR

FIRST AMENDMENT TO CONTRACT FOR SERVICES

This First Amendment ("First Amendment") is dated effective this _____ day of _____, 2016 ("Effective Date") and is entered into (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 Nassau County Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department" or "TPVA"), and (ii) RTR Financial Services, Inc., authorized to do business in New York, having its principal office at 1000 South Avenue Suite 103 Staten Island, NY 10314 (the "Contractor" or "RTR").

RECITALS

WHEREAS, on September 20, 2013, the County and RTR entered into a Contract for Collection Services (the "Agreement"); and

WHEREAS, section 10 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the County and RTR mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this First Amendment, the County and RTR do hereby agree as set forth below:

1. Paragraph 1 of the Agreement entitled "Term" is hereby deleted in its entirety and is replaced with the following language:

"1. Term. This Agreement shall terminate three (3) years from the date of execution by all parties, (including approval by the Nassau County Legislature) unless sooner terminated in accordance with the provisions of this Agreement; provided, however, that this Agreement may be renewed upon the mutual agreement of the parties for a total of five (5) additional one year periods, under the same terms, conditions, and monthly compensation rate, so that the total term of this Agreement may be eight (8) years."
2. The County and RTR hereby agree to exercise the first one (1) year renewal option so that the term of this Agreement, as amended by this First Amendment, shall expire on September 20, 2017.
3. Section 2(a)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

"All Traffic tickets eligible for collection."
4. The description of the Services described in Section 2 of the Agreement is hereby expanded to include additional services. As provided for in the original RFP for the solicitation of the subject collection services, issued as TV0514-1216 on May 25, 2012, and as RTR responded in its proposal to the solicitation, RTR will work with the County to prepare and assist in filing Default Judgments ("DJ"). The amount to be paid to RTR as full consideration for the Default Judgment work will be a commission rate of or add-on fee of 7%, which is the same as the current collection fee RTR accepts as payment for non-DJ assignments.
5. Section 3 (iv) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(iv) All costs and expenses incurred by the Contractor in the performance of Services shall be the sole responsibility of the Contractor and shall be paid by it without reimbursement from the County, provided, however, that, with respect to certified mailings, RTR will be permitted to add a fee of \$15 per Certified Mailing by USPS to the DJ debtor's account in order to recapture said cost. The County shall have no obligation to reimburse RTR for the certified mailing expense, it being the understanding

of the parties that RTR shall look solely to the DJ debtors for the collection of the certified mailing expense.

6. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
7. The provisions of this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Amendment are merged into this Amendment.
8. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF _____

By:

County Executive

Date

RTR Financial Services, Inc.

By:


Robert Kelly,

8/12/16

Date

President

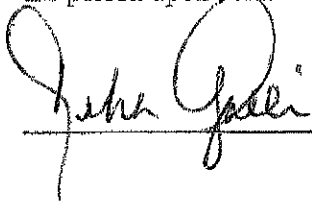
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)
WESTCHESTER

On the 12 day of August in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT KELLY, personally known to me or

proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



DEBRA GALLI
Notary Public, State of New York
No. 01GA5078181
Qualified in Westchester County
Term Expires: May 19, 2019

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ___ day of _____ in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

E-121-13

RULES RESOLUTION NO. 773 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC
AND PARKING VIOLATIONS AGENCY, AND RTR FINANCIAL
SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-29-13
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with RTR Financial Services, Inc., that will provide debt collection services
for past due fines, 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 RTR Financial Services, Inc.

RTR FINANCIAL
ORIGINAL CONTRACT

E-121-13

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of <date> (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 Nassau County Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department" or "TPVA"), and (ii) RTR Financial Services, Inc., authorized to do business in New York, having its principal office at 1000 South Avenue Suite 103 Staten Island, NY 10314 (the "Contractor" or "RTR").

WITNESSETH:

WHEREAS, the County issued a request for proposal (the "RFP") # TV0514-1216 on May 25, 2012 for parking, red light and/ or traffic ticket collection services;

WHEREAS, the Contractor, in response to the County's RFP, submitted a proposal found to be beneficial to the County, which Statement of Work (SOW) from proposal is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Contractor was selected pursuant to a competitive process;

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 terminate three (3) years from the date of execution by all parties, (including approval by the legislature) 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 two (2) additional one (1) year periods for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing parking, red light and/ or traffic ticket collection services (hereinafter "Services") as more fully described in the Contractor's SOW attached hereto as Exhibit A and incorporated herein by reference.

a. The following inventory will be assigned to RTR for collection (assignment subject to change):

i. Traffic tickets eligible for collection issued from 1/1/2005 to current

3. Payment. (a) Amount of Consideration.

(i) The amounts to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be add-on fee basis payable as described below.

(ii) Contractor understands that all funds under this Agreement are subject to

encumbrance and that the County shall not be liable for payment of any amounts which have not been encumbered for this Agreement by the County.

(iii) Rate Schedule:

All collection activities taken by the Contractor (including preparing but not filing paperwork for filing of a Default Judgment) are included in the commission fee. However, the rate is based on monies collected, if none collected, no money is due. The commission rate shall be a 7% add-on fee. The add-on fee is applied to all amounts, including the fine, admin. Fee (driver Responsibility Fee), penalty, surcharge, etc. A transaction fee may be imposed for each payment made by electronic means (e.g., credit card): in same amount charged to the Contractor by its financial institution or processing vendor.

(iv) All costs and expenses incurred by the Contractor in the performance of Services shall be the sole responsibility of the Contractor and shall be paid by it without reimbursement from the County.

(v) Payment is only made to RTR where collection activity immediately preceded payment by motorist within 90 days

(b) 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. The County shall pay undisputed claim vouchers not later than thirty (30) days after submittal.

(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 with any and all applicable Federal, State and local Laws and regulations, including, but not limited to those relating to fair debt collection services (if applicable), conflicts of interest, discrimination, a living wage, disclosure of information, privacy laws, 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, 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. The Contractor agrees to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any individual's information (including, but not limited to, individual names, addresses, social security numbers, and dates of birth), or utilize any of such information (collectively "Confidential Information") for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement, unless disclosure of the Confidential Information is

required by law, regulation, judicial or administrative process. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement shall apply equally to all documents prepared by the Contractor in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any way incorporate or reflect any of the Confidential Information, except as otherwise provided in this Agreement. This paragraph shall survive termination of this Agreement.

(e) Confidentiality. To the extent permitted by law, the County will keep confidential any information marked by the Contractor as "Confidential" or "Proprietary."

(f) Non-Disclosure Agreement (NDA). The Contractor understands that the Contractor and the Contractor's personnel and/or agents providing Services pursuant to this Agreement may be required to enter into an NDA.

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 County shall indemnify and hold harmless the Contractor, its parent, subsidiary and

related companies and divisions, and their officers, directors, employees, shareholders, agents, successors, assigns, attorneys and insurers (the "Contractor Indemnified Parties"), from and against any and all claims, debts, obligations, liabilities, actions or causes of action, demands, proceedings, suits, losses, attorneys' fees, court costs or judgments arising out of any failure by the County to comply with any term, provision, covenant, warranty or representation contained in this Agreement, or any negligent or willful act or omission of its agents, servants, or employees.

(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" 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 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 if, after a ten-day written notice to cure, the Contractor has failed to cure the violations identified in the notice to cure, (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 Executive Director or other head of the Department (the "Executive Director"), 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 Executive Director 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 Executive Director. This Agreement may be terminated by the Contractor for any reason upon ninety (90) days' written notice to the County.

(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, excluding sending notices on all outstanding accounts (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 three (3) 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 with 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 convenience. 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 Executive Director 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 incorporated documents, 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 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 as it is anticipated that said contract will meet the requirements for such amount. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement payable to the order of "Nassau County."

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. Limitation on Damages. Except for the claims of third parties, neither party shall be entitled to any indirect, special, consequential, exemplary or punitive damages against the other, including but not limited to damages described as lost profits or sales, or loss of reputation. In all cases except those involving the claims of third parties, or failure to remit amounts collected and/or due for services, and to the extent any claim does not assert the claim of a third party or failure to remit amounts collected and/or due for services, neither party's aggregate damages for claims

asserted in any calendar year shall exceed the amount of the Contractor's revenues under this Agreement for the three months preceding the month in which the first claim arose in said calendar year.

23. Debts Just and Owing. The County represents that to the best of its knowledge, every account referred will be a just debt due and owing, and will not be subject to any valid defense, set-off or counterclaim, including that such account or the obligor of such account will not be subject to any bankruptcy proceeding, stay or discharge as of the time of referral. The County will promptly inform the Contractor, in writing, of any notice it receives concerning any bankruptcy filings by debtors. The County further represents that (i) to the best of its knowledge, every account referred will contain accurate information, including information regarding the identity of the debtor and the balance of the account.

24. Intellectual Property. (a) Intellectual Property Rights include without limitation all patents, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered), data base rights, moral rights, skill and/or know-how and other similar rights, whether existing now and/or in the future, wherever existing, together with the right to apply for protection and/or extensions of the same and any and all goodwill relating thereto.

(b) All Intellectual Property Rights belonging to either the Contractor or THE CLIENT, respectively, at the commencement date of the Agreement, shall remain at all times the property of the Contractor or the County, respectively, and any Intellectual Property developed by either Party during this Agreement shall remain the developing Party's property. Neither Party will acquire any right, title and/or interest in the other Party's Intellectual Property as a result of this Agreement except the rights to use the other Party's Intellectual Property for the purpose of carrying out their respective obligations under, and during the term of, this Agreement.

(c) During the term of this Agreement (including any ramp-down or termination-of-service period), each Party hereby grants the other Party a non-exclusive, non-transferable, royalty-free license to its Intellectual Property for the sole purpose of, and to the extent necessary for, performing their respective obligations under this Agreement. Neither Party shall make any other use of the other Party's Intellectual Property.

(d) Neither party, in the performance of this Agreement, will infringe the Intellectual Property rights of any person.

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

RTR Financial Services

By: Robert T. Reilly
Name: Robert T. Reilly
Title: PRESIDENT
Date: 4/10/13

NASSAU COUNTY

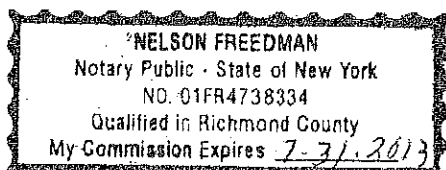
By: Richard R. Walker
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: 9/20/13

PLEASE EXECUTE IN BLUE INK

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

On the 10TH day of APRIL in the year 2013 before me personally came Robert T. Reilly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of RICHMOND; that he or she is the PRESIDENT of RTR FINANCIAL SERVICES, 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 20 day of September in the year 2013 before me personally came Richard Rubella to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01P2523028

Qualified in Nassau County
Commission Expires April 02, 2014

Appendix EE ✓
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

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

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other

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:

ROBERT F. REILLY (Name)
119-CLARK MOUNTAIN RD 12306 (Address)
718-667-2881 - 917 297 9472 (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 TPVA 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.

4/10/13
Dated _____

Robert J. Reilly
Signature of Chief Executive Officer

Robert J. Reilly, Mayor
Name of Chief Executive Officer

Sworn to before me this

10th day of April, 2013.

Michael J. Freeman
Notary Public

Exhibit A
Scope of Work

PROGRAM DESCRIPTION

SELF-PAY COLLECTIONS PROGRAM

Each operator/registrant will receive a letter, per the conditions requested by the client, detailing the date the violation occurred and the amount due within five days of referral. In addition, we will commence our efforts to contact the operator/registrant by telephone.

If the operator/registrant advises that he/she cannot make payment in full, we will advise the TPVA and request its instructions regarding payment arrangements. For arranged payments, we will provide the operator/registrant with self-addressed envelopes and a receipt for each payment. Payment arrangement deadlines are monitored by our proprietary receivables software, which will notify our personnel if a payment is missed. Late payment letters and appropriate follow-up action are taken to ensure accounts remain relevant and engaged.

If an operator/registrant disputes the violation or fine, the TPVA will be notified within three (3) business days and no further collection efforts will be taken until the TPVA instructs us to do so. We will request that the operator/registrant provide all documentation regarding the dispute.

If an operator/registrant provides updated address information during communications with our office, this information will be forwarded to the TPVA.

-CORRESPONDENCE

As noted above, each operator/registrant receives an initial letter within five (5) days of the referral as set forth above.

If an operator/registrant responds at any time during the letter series, other than by making payment in full, we will notify the TPVA accordingly. An account specialist will then follow-up with the appropriate action. Any correspondence from an operator/registrant will be scanned and appropriately processed.

A second dunning letter will be sent within thirty-five (35) days of the mailing of the first letter if the first letter goes unanswered.

A final letter will be sent to the operator/registrant within sixty (60) days of the mailing of the first letter, if the operator/registrant has not responded to our prior mailings and telephone attempts.

-TELEPHONE INQUIRIES

Account management specialists are available for inbound calls via a Nassau County area code 516 phone number from 9:00 a.m. until 9:00 p.m. Monday through Thursday, Fridays 9:00 a.m. through

5:00 p.m. and Saturdays from 9:00 a.m. until 4:00 p.m. (The telephone number for inbound calls will be 516-281-3999 and the fax number will be 516-281-3599.)

Any correspondence, phone contact or communication with an operator/registrant will be documented immediately, to expedite appropriate follow-up action.

Telephone inquiries received during normal business hours are addressed immediately. Those made outside of the normal workday are automatically recorded and returned during the next business day.

-TELEPHONE CONTACT

We consider the letter series a secondary means of collection and make every effort to establish telephone contact with the operator/registrant within the parameters dictated by law. The industry, and in-house, consensus is that telephone contact is an invaluable asset in collection recovery; unmatched by any other non-litigious form of communication.

RTR owns and maintains its own predictive dialer system, capable of making up to 1,000 calls per hour, allowing us to make telephone contact with an operator/registrant shortly after account referral.

Our staff of account management specialists, aided by our team of skip tracers, will diligently work on contacting operators/registrants with an obligation to the TPVA and will professionally impress upon the operator/registrant the importance of a timely acknowledgement and resolution.

Employing computer-based search technology, we are quickly and accurately able to obtain the telephone numbers that will supplement the information provided by the TPVA and allow for greater success on collection rates.

To better serve our clients, RTR employs foreign language account representatives. Spanish, Italian and Cantonese-speaking representatives are available at all times.

-CREDIT REPORTING

If after sending the first letter and making the first attempt at telephone contact, and the operator/registrant has not responded, or agreed to make payments, then RTR will report the debt to the credit reporting bureaus.

-SKIP TRACING

Our experienced staff of skip tracers work with the most advanced tools in the collections marketplace; the following technology has enabled us to skip and locate debtors and assets:

- Electronic access to many of the nation's largest databases.

- On-line access to three of the world's largest credit bureaus, a multitude of Motor Vehicle Departments, and various real estate and business telephone directories.

DEFAULT JUDGMENT/LIEN PROGRAM

RTR will prepare the statutory notice to the person charged with the traffic infraction, mail it by certified mail, and electronically provide the certified mail number to the TPVA. Should the individual fail to enter a plea or make an appearance within thirty (30) days of the mailing of the notice, RTR shall prepare the necessary paper work and electronic files, so that the TPVA can submit the files to the appropriate County Clerks to enter the default judgment.

RTR will use its retained counsel, William A. Hecht, Esq., to supervise RTR personnel who will be assigned the foregoing task. Mr. Hecht has been handling collection litigation matters for over twenty-eight (28) years and has extensive experience entering judgments in the Courts of the State of New York.

In addition, should the TPVA wish to outsource the enforcement of the judgments for civil legal remedies, RTR would refer these matters to the law firm of William A. Hecht, P.C. No judgment will be referred to the law firm without TPVA's written authorization. Prior to beginning the process of the enforcement of judgments, RTR and William A. Hecht, P.C. will meet with the TPVA to set forth the policies and procedures, accordingly.

REPORTING

We recognize the necessity of strong reporting capabilities in the analysis of financial data. Capable of reporting on virtually any data element, every field that is integral to an account, such as, date of issuance, payment amount, and partial versus full payments, can be accessed for meticulous analysis.

Given increasingly complex reporting requirements, our fastidious and technologically advanced reporting abilities are a necessity. By downloading information from the TPVA's system and our database to our personal computers, we can support reporting changes quickly and efficiently. We currently maintain an extensive library of standard reports to meet any of the TPVA's needs.

Following up on items referenced in the Request for Proposal, such as, returned and recalled tickets, we will discuss with the TPVA its informational requirements, in detail, before the first report is produced. In the unlikely event that a requirement is not met by our standard reports, the report writer provides unlimited ad hoc reporting.

RTR will remit all monies collected on a daily basis, and will provide a remittance report that identifies each payment by motorist and/or vehicle registrant, your account number, date of issuance, and the source of the payment. In addition, a monthly status report and discontinuance report will be provided.



~~E-258-16~~
E-258-16

SERVICE Supplemental Staffing**Contract Details**NIFS ID #: CLIT16000009NIFS Entry Date: 10/14/16

Term: from 11/16/15 to 11/15/2018

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment 1 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Infosys International Inc.	Vendor ID# 113013325-01
Address 110 Terminal Drive Plainview, NY 11803	Contact Person Raj Mehta
	Phone (516) 342-5454

County Department	
Department Contact Ed Eisenstein	*****Please return the final, approved contract to Vandana Manucha
Address 240 Old Country Road Mineola, NY 11803	
Phone (516) 571-4265	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/>		<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>		<i>[Signature]</i>	
11/2/16	OMB	Contractor Registered <input checked="" type="checkbox"/> NIFS Approval <input checked="" type="checkbox"/>	11/2/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
11/4/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/4/16	<i>[Signature]</i>	
11/16/16	County Attorney	CA Approval as to form <input type="checkbox"/>	11/16/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
11/22/16	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	11/22/16	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
11/22/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/22/16	<i>[Signature]</i>	

2016 NOV 28 P 2:12

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY



Contract Summary

Description:
Supplemental staffing services for Nassau County's information technology projects that require additional staffing.
Purpose:
The purpose of this amendment is to add additional funds to the contract for continued services. The contractor provides supplemental staffing services to the County's Information technology projects that require additional staffing on an as-needed basis.
Method of Procurement: Request for Proposal.
Procurement History:
The contract was entered into after a written request for proposals was issued on January 20 th , 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.
Description of General Provisions:
<ol style="list-style-type: none"> NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract. Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by: <ol style="list-style-type: none"> Indicating an hourly rate that is equal to or less than the rate listed in the contract. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW. Submitting any forms that NCIT requires to be submitted with SOW responses. <ul style="list-style-type: none"> All SOW responses must be received by the deadline specified when the SOW is sent to the vendors. NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in a SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under a SOW.
Impact on Funding / Price Analysis:
The maximum amount for full consideration for all services under this agreement is increased by \$1,500,000.00, of which \$800,000.00 is being encumbered at this time.
Change in Contract from Prior Procurement: N/A.
Recommendation: Approve as submitted.

Advertisement Information

BUDGET CODES	
Fund:	IT
Control:	gen
Resp:	1000
Object:	DE
Transaction:	500

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$50,000.00
Federal	\$
State	\$
Capital	\$750,000.01
Other	\$
TOTAL	\$800,000.01

LINE	INDEX/OBJECT CODE	AMOUNT
01	ITGEN1000/DE500	\$50,000.00
04	PWCAPCAP/0002/97109/000	\$750,000.00
03	PWCAPCAP/0002/97109/000	\$0.01
4		\$
5		\$
6		\$
TOTAL		\$800,000.01

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 _____	Date _____
Date _____	Date _____	(For Office Use Only)
		E #: _____



Nassau County Interim Finance Authority

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

1. Vendor: Infosys International Inc.

2. Dollar amount requiring NIFA approval: \$ \$1,500,000.00

Amount to be encumbered: \$ 800,000.01

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: 11/16/15-11/15/18

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Ongoing ERP project services

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal %
☒ Capital Improvement Fund (CAP) State %
☐ Other 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:

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:

Supplemental staffing services for Nassau County's information technology projects that require additional staffing. The purpose of this amendment is to add additional funds to the contract for continued services. The contractor provides supplemental staffing services to the County's information technology projects that require additional staffing on an as-needed basis.

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

CQIT15000016 for \$1,000,000.00

AUTHORIZATION

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

Rosanne Dallen 11/2/16
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.

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: Infosys International Inc.

CONTRACTOR ADDRESS: 110 Terminal Drive, Plainview, NY 11803

FEDERAL TAX ID #: 113013325-01

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.

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

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

III. (X) This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on November 16, 2016. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on January 20, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT, LIST net, and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Erick Butista, Bill Doughty, Anthony Paganini, Steven Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Erick Bautista, Robert McClean, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking (attached), twenty vendors were selected.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

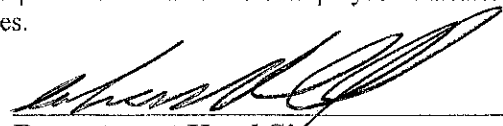
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

IX. (X) Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to 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 AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND INFOSYS INTERNATIONAL, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Infosys International, Inc. (“Infosys”) for
supplemental staffing services, a copy of which is on file with the Clerk of
the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute said amendment to
the above referenced agreement with Infosys.

✓



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: 9/20/16

Vendor: INFOSYS INTERNATIONAL INC.

Signed: [Signature]

Print Name: RAJ MEHTA

Title: CEO

COUNTY OF NASSAU

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

1. Name of the Entity: INFOSYS INTERNATIONAL, INC.

Address: 110 TERMINAL DRIVE
PLAINVIEW, NY 11803

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: _____

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ 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):

RAJ MEHTA

321 STONYTOWN RD

MANHASSET, NY 11030

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.

RAJ MEHTA

321 STONYTOWN RD

MANHASSET, NY 11030

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.

RBM TECH CENTER INC.

321 STONYTOWN RD

MANHASSET, NY 11030

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

Page 3 of 4

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

NONE

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

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: 9/20/16

Signed: 

Print Name:

RAJ MEHTA

Title:

CEO

Page 4 of 4

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

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 RAJ MEHTA
Date of birth 5/6/55
Home address 321 STONYTOWN RD
City/state/zip MANHASSET, NY 11030
Business address 110 TERMINAL DR
City/state/zip PLAINVIEW, NY 11803
Telephone 516-578-9494
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 5/1/90 Treasurer 1/1/
Chairman of Board 5/1/90 Shareholder 5/1/90
Chief Exec. Officer 5/1/90 Secretary 1/1/
Chief Financial Officer 1/1/ Partner 1/1/
Vice President 1/1/ 1/1/
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X 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 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. PRESIDENT - RBM TECH CENTER INC.

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

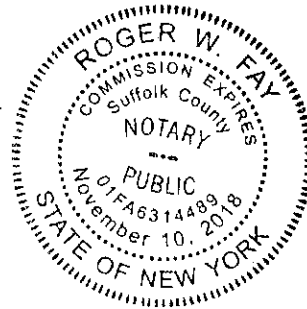
CERTIFICATION

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, RAJ MEHTA, 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 SEP 2016

Notary Public



INFOSYS INTERNATIONAL INC.

Name of submitting business

Print name

RAJ MEHTA

Signature

CEO

Title

Date

9 / 20 / 16

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: 9/20/16

- 1) Proposer's Legal Name: INFOSYS INTERNATIONAL, INC.
110 TERMINAL DRIVE
2) Address of Place of Business: PLAINVIEW, NY 11803

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-536-9494

Does the business own or rent its facilities? ~~611764069~~ OWN

4) Dun and Bradstreet number: 611764069

5) Federal I.D. Number: 113013325

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership X
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 ☒ 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 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 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

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

NO

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

CONTINUOUS MONITORING, AND IF A CONFLICT OF INTEREST OR QUESTION OF A CONFLICT OF INTEREST RISES, OUR POLICY IS TO CONTACT COUNTY ATTORNEY FOR A 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.

SEE
ATTACHMENT

- 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 MTA

Contact Person PIERRE BERNARD

Address 333 W. 34TH ST, NEW YORK, NY 10003

City/State _____

Telephone 646-376-0444

Fax # _____

E-Mail Address PBERNARD@MTABSC.ORG

Company ULSTER COUNTY
Contact Person ROBERT SUDLOW
Address 244 FAIR ST
City/State KINSTON, NY 12402
Telephone 845-340-3633
Fax # _____
E-Mail Address RSUDLOW @ CO. ULSTER.NY.US

Company EASTER BOCES
Contact Person CAROL BROWN
Address 350 MARTHA AVE
City/State BELLPORT, NY 11713
Telephone 631-286-6989
Fax # _____
E-Mail Address CBROWN @ ESBoces.ORG

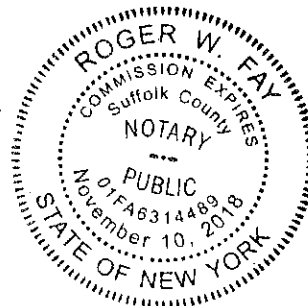
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I, RAJ MEHTA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the 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 SEP 2016

Notary Public



INFOSYS INTERNATIONAL INC.

Name of submitting business

RAJ MEHTA
Print name

Signature

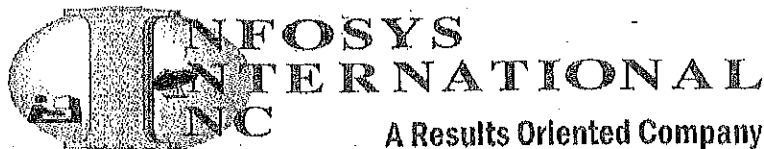
CEO

Title

9/20/16
Date

ATTACHMENT :

Date of Formation:	05/03/1990
Share holders:	RAJ Mehta 321 Stonytown Road Manhasset, NY 11030 Title: CEO 100% Shareholder.
State of Incorporation:	New York
No. of Employees:	40
Annual Revenue:	5,000,000
Summary of relevant accomplishment:	Brochure enclosed
Copies of state and local licenses and permits:	None



A Results Oriented Company

Customers

Our clients include Fortune 500, public and private industries as well as government and not-for-profit organizations.

Federal Government

Air National Guard
Andrews Air Force Base
Brookhaven National Lab
Defense Logistics Agency
Department of Energy
Randolph Air Force Base
US Army
US Navy

State Government

State of Delaware
State of Maryland
State of New York
NYS MTA - all agencies
NYS OTDA
NYS CCFS
NYS DOL
NYS DOH
NYS OMH
NYS OSC
SUNY
NYPA

Local Government

Nassau County
Suffolk County
Ulster County
Westchester County

Large Corporate

American Management Systems
Accenture
Avis Rent-A-Car
Boeing
Boeing Capital
Boeing Consulting
Boeing Bank
Boeing & Young
Boeing
IBM
IBM Corporation
Lockheed Martin
Siemens
Unisys Corporation

Other Organizations

ANSI
Aspen Federal Savings & Loan
Berman Blake
Estate of the
NYC Health and Hospital Corporation
HSABC
Klein Securities
Percom Systems, Inc.
Walden Business Environment
Women's Sports Foundation

Infosys International – over 31 years

Since 1986, Infosys International, Inc. has built a solid reputation as a business and information technology consulting company, serving federal, state and local government agencies, as well as commercial companies, educational institutions and non-profit organizations. We provide business and information technology consulting, application development, systems integration and network management services and web-based software products as a NYS ESD certified minority business enterprise (MBE) and USDOT/NYS DOT certified disadvantaged business enterprise (DBE).

Infosys owns its 14,000-square-foot headquarters in Plainview, Long Island, conveniently located adjacent to Long Island Expressway at Exit 46. With our highly skilled and experienced staff, we deliver exceptional services and products to our national and international clients from this facility.

Our excellent past performance record has established Infosys International as a prominent company in the IT field. Infosys has been featured extensively over the years in newspaper articles and TV news programs, enabling the company to play a significant role in shaping the regional technology industry.

Hospitals

What Infosys Can Do for Your Hospital

Infosys can assist your organization in determining and implementing the products that fit your needs.

We can offer services in the following fields:

- 1) Data Analytics – Population Health Management
- 2) Remote System and Patient Monitoring
- 3) EMR and EHR
- 4) Mobile App Development
- 5) Peoplesoft Implementation since 1996

Steps in Providing These Services

- 1) Assess current financial and technical Infrastructure
- 2) Map out an implementation plan
- 3) Select or upgrade client to appropriate technology
- 4) Implement technology, including staff training
- 5) Provide post-implementation support

PUBLIC SERVICE – “INTERVIEWS THAT MATTER” youtube.com/InfosysInternational

With 29 years of success, our CEO, Raj Mehta, who had been actively involved in local communities, created a cable/YouTube public service, “Interviews that Matter,” to give back to the public. Weekly, Mr. Mehta interviews public officials as well as major corporate and non-profit CEO's to give viewers Important public information.

The show includes both state and community leaders, ranging from officials Peter King, Michelle Schimel, and Steve Israel to MTA's Department of Diversity Chairman, Michael Garner and local County leaders like Rob Astorino (Westchester), Ed Mangano (Nassau), and Richard Schaffer, Suffolk Democratic Chairman.

Also, Chairman of the largest US healthcare organization, Michael Dowling of North Shore/Long Island Jewish HealthCare, Dr. Victor F. Polit, President and CEO of the NuHealth System, and Stanley Bergman, CEO of one of the area's largest corporations, Henry Schein.

Infosys International, Inc.

Terminal Drive, Plainview, NY 11803

Phone: (800) 941-1401 Ext. 3300 Fax: (516) 576-9499

sales@infosysinternational.com

www.InfosysInternational.com

Minority Certifications

Small Business Administration (SBA)

Small Disadvantaged Business (SDB)

Empire State Development

Minority Business Enterprise (MBE)

Nassau County

Minority Business Enterprise (MBE)

New Jersey

Minority Business Enterprise (MBE)

Texas, Maryland, Virginia and Illinois

Minority Owned Business

The Port Authority of NY & NJ

Minority Business Enterprise (MBE)

Maryland Department of Transportation

Minority Business Enterprise (MBE)

Pennsylvania Department of

General Services

Minority Business Enterprise (MBE)



Schedule
Contract

Contract GS-35F-0273V



Infocsys International, Inc.
Headquarters in
Plainview, New York

Infocsys International, Inc.
110 Terminal Drive
Plainview, NY 11803
Phone: (800) 941-1401 Ext. 3300
Fax: (516) 576-9499
sales@infocsysinternational.com
www.infocsysinternational.com



A Results Oriented Company

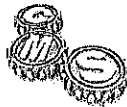
Services

Since 1986, we have helped our clients grow through the generations of Information technology change, from mainframe applications, through client/server applications to today's web-based and mobile applications.

Today, Infocsys International is continuously developing and deploying its capacity to provide the right people, services and products to our clients. The integrated services we offer to our clients are:

- Information Technology Business Assessments
- Mainframe/COBOL Migration and Applications Modernization
- Software Development/Integration
- Mobile Applications
- Enterprise Software Implementation (SAP, PeopleSoft)
- Database & Network Management
- Web-Based Solutions/Drupal CMS
- IT Staffing - Full Time/Consulting

**Microsoft
Business
Solutions**

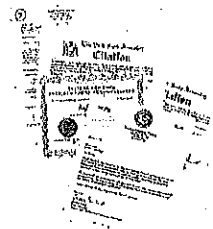


Products

- Infocsys Eyes Mobile App
- Content Management System for Intranets (iIntranet)
- CRM for Non-Profits (BluePearl)
- Online Time Tracking (i-Timesheet.com)
- Biometric Security and Identification

Achievements

- 2014 Top LISTnet Software Award - Infocsys Eyes Mobile App
- 2011 Top Ten Asian American Business Awards Winner
- CEO Raj Mehta selected in 50 most influential minority business owners in the Country
- Top Software Winner - Long Island Software Awards
- Award of Appreciation from Press Club of Long Island
- Fastest growing software company on Long Island for two consecutive years
- INC 500 company



AMENDMENT #1

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), 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 Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Infosys International, Inc., a New York corporation, having its principal office at 110 Terminal Drive, Plainview, New York 11803 (the "Contractor").

WITNESSETH:

WHEREAS, the County requires supplemental staffing services for various information technology projects (the "Services"); and

WHEREAS, the County issued a Request for Proposals (the "RFP") for the Services on January 20, 2015; and

WHEREAS, the Contractor was awarded a contract under the RFP; and

WHEREAS, the County currently receives the Services from several different providers procured under the RFP (the "Supplemental Staffing Providers"); and

WHEREAS, the Supplemental Staffing Providers each operate under separate contracts with the County; and

WHEREAS, pursuant to County contract number CQIT15000016 between the County and the Contractor, executed on behalf of the County on November 16, 2015 (the "Agreement"), the Contractor performs the Services, which are more fully described in the Agreement; and

WHEREAS, the term of the Agreement is from November 16, 2015 to November 15, 2018 (the "Term"); and

WHEREAS, the Maximum Amount as defined in the Agreement is One Million Dollars (\$1,000,000.00); and

WHEREAS, the County and Contractor desire to increase the Maximum Amount; and

WHEREAS, the Services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

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

1. Maximum Amount. The Maximum Amount shall be increased by One Million and Five Hundred Thousand Dollars (\$1,500,000.00) so that the maximum amount to be paid to the Contractor for the Services shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

2. Encumbrance. The Contractor understands that only Eight Hundred Thousand Dollars (\$800,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.
3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for remainder of the Term.

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

INFOSYS INTERNATIONAL, INC.

By:  _____

Name: RAJ MENTA

Title: CEO

Date: 10/21/16

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) SS.:

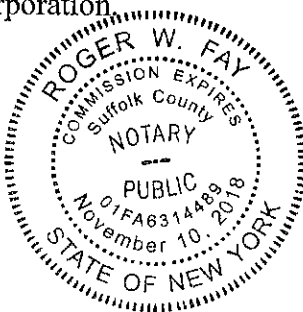
COUNTY OF NASSAU)

On the 21 day of OCTOBER in the year 2016 before me personally came

RAJ MEHTA 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

CEO of INFOSYS 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



STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year _____ before me personally came

_____ to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of _____; that he or she is 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#: COIT15000016



Department: Information Technology

E-165-15

Contract Details

SERVICE Supplemental Staffing

NIFS ID #: COIT15000016

NIFS Entry Date: 7/07/2015

Term: from Execution to 3 Years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Inforsys International Inc.	Vendor ID# 113013325-01
Address 110 Terminal Drive, Plainview, NY 11803	Contact Person Raj Mehta
	Phone (516) 342-5454

County Department	
Department Contact Ed Eisenstein	*****Please return the final, approved contract to Vandana Manchala
Address 240 Old Country Road Mineola, NY 11803	
Phone (516) 571- 4265	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Let. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			
	OMB	Contractor Registered NIFS Approval	7/1/15		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res.
7/17/15	County Attorney	CA RE & Insurance Verification	7/17/15		
7/22/15	County Attorney	CA Approval as to form	7/22/15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	9/2/15		
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
9/2/15	County Executive	Notarization Filed with Clerk of the Leg.	9/2/15		

Contract ID#: CQIT15000016



Department: Information Technology

Contract Summary

Description:
Supplemental staffing services for Nassau County's information technology projects that require additional staffing.
Purpose:
The Nassau County Department of Information Technology ("NCIT") may sometimes identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with twenty vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the twenty-nine (29) support service categories/levels the vendor provided rates. This Agreement will enable vendors to respond to any Statement of Work ("SOW") issued by NCIT for which the vendor is qualified to provide services.
This contract will provide flexibility for NCIT to meet the challenges and opportunities it encounters resulting from new government initiatives, increasing citizen expectations for better and more responsive services, and business and program requirements that are more demanding for economical operations and improved outcomes while allowing NCIT to procure supplemental staffing services quickly on an as-needed basis thus ensuring County Departments enjoy uninterrupted service.
The supplemental staffing contracts will create a maximum rate per support service category/level which vendors can charge for specific skillsets and will permit a vendor to offer less than the maximum rate per support service category/level when requested to respond to a specific SOW. The number of qualified vendors combined with the wide variety of support service categories and the flexibility for vendors to provide rates below the maximum rate will promote a competitive environment among vendors thus enabling a potential cost savings for Nassau County while retaining the best possible resources to perform the required services.
Method of Procurement: Request for Proposal.
Procurement History:
The contract was entered into after a written request for proposals was issued on January 20 th , 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIST net, LIFT and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demato, Bill Doughty, Anthony Paganini, Steve Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Robert McClean, Erick Bautista, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking, twenty vendors were selected.
Description of General Provisions:
<ol style="list-style-type: none"> 1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs. 2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract. 3. Upon receipt of an SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of an SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by: <ol style="list-style-type: none"> a. Submitting an hourly rate that is equal to or less than the rate listed in the contract. b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW. c. Submitting any forms that NCIT requires to be submitted with SOW responses. • All SOW responses must be received by the deadline specified when the SOW is sent to the vendors. • NCIT may select one or more qualified vendors to provide the supplemental staffing services requested in a SOW but is not obligated to select any of the qualified vendors to provide supplemental staffing services under a SOW.
Impact on Funding / Price Analysis:
The maximum amount for full consideration for all services under this Agreement shall not exceed \$4,500,000.00 \$1,000,000.00 . However, no monies are being encumbered at this time. All monies will be encumbered on an as-needed basis, whenever services are required.
Change in Contract from Prior Procurement: N/A.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	IT
Control:	GEN
Resp.:	100%
Object:	DE
Transaction:	CO

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1000/DE500	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0.01

Document Prepared By: _____

Date: _____

Certification	Controller Certification	County Executive Approval
I certify that the contract was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present to the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>9/1/15</i>
Date: <i>10/22/15</i>	Date: <i>10/22/15</i>	(For Office Use Only)
		E #:

E-16545

RULES RESOLUTION NO. 216 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND INFOSYS INTERNATIONAL INC.

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 9-9-15

VOTING:

ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Infosys International Inc. ("Infosys") for
supplemental staffing services, a copy of which is on file with the Clerk of
the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute said amendment to
the above referenced agreement with Infosys.

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND INFOSYS INTERNATIONAL INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Infosys International Inc. ("Infosys") for
supplemental staffing services, a copy of which is on file with the Clerk of
the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute said amendment to
the above referenced agreement with Infosys.

EXECUTIVE ORDER NO. 1 - 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, that the Office of the Nassau County Attorney shall ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid shall include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form") attached hereto and made a part hereof; and it is further

ORDERED, that the Department of Purchasing/Shared Services ensure every bid document published on the Nassau County Purchasing website, including but not limited to Requests for Proposals, include the Disclosure Form; and it is further

ORDERED, that each department operating under the Office of the County Executive shall be responsible for obtaining a completed copy of the Disclosure Form from all vendors and prospective vendors and all other contractors and prospective contractors or other parties wishing to do business with the County, and attaching a copy of said form to the bid, offer, proposal or proposed contract involved; and it is further

ORDERED, the Office of the Nassau County Attorney shall ensure that every proposed contract includes the Disclosure Form completed by the consultant, contractor or vendor to whom the contract was awarded prior to such contract being routed to the various agencies, including - but not limited to - the Nassau County Office of Management and Budget, the Comptroller's Office and the Office of the County Executive; and it is further

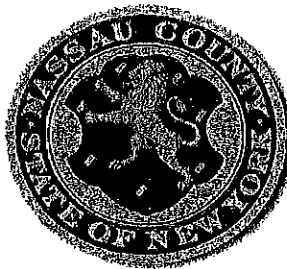
ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015


EDWARD P. MANGANO
COUNTY EXECUTIVE

RECEIVED
COUNTY CLERK
MAY 15 11 40 AM 2015

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: Infosys International Inc.

CONTRACTOR ADDRESS: 110 Terminal Drive, Plainview, NY 11803

FEDERAL TAX ID #: 113013325-01

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 January 20, 2015. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT, LIST net, and LIA websites. Proposals were due on March 30, 2015. Twenty one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland, Ira Hill, Alex Demaio, Erick Butista, Bill Doughty, Anthony Paganini, Steven Barry, Christine Levitsky, Patty Laskaris, Robert Mancino, Erick Bautista, Robert McClean, Douglas Rodriguez, Tence George, and Kathleen Dolan. The proposals were scored and ranked. As a result of the scoring and ranking (attached), twenty vendors were 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 RFI (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.

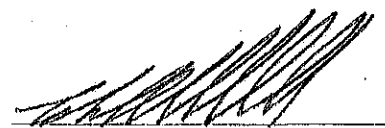
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a 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.

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. 295*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

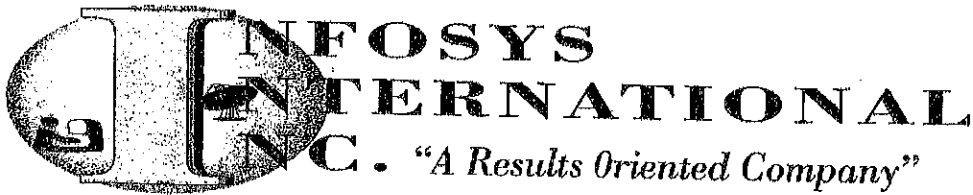


Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04



June 10, 2015

Attn: Vandana Manucha
Nassau County Department of IT
240 Old Country Road
Mineola, NY 11501.

Dear Ms. Manucha:

This letter is to confirm that Raj Mehta is the 100% Shareholder of the company. He is also Chairman and Chief Executive Officer of the company. Should you need any further information, please contact us.

Sincerely,

Raj Mehta
CEO

INFOSYS INTERNATIONAL

110 TERMINAL DRIVE
PLAINVIEW, NY 11803
(516) 576-9494 FAX (516) 576-9498

CITIBANK, N.A. BR. #203
PLAINVIEW, NY 11803
1-8-210

36

DATE 06/10/21

AMOUNT

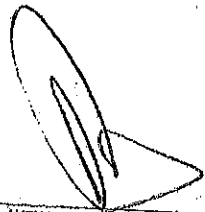
\$

\$533.00

PAY Five Hundred Thirty Three Dollars And 00 Cents

TO THE
ORDER
OF:

Treasure, County Of Nassau



AUTHORIZED SIGNATURE

MEMO:

⑈00003618⑈ ⑆021000089⑆ 95256032⑈

88108104-08

[illegible]

23	Database Technical Services	Bill Dougherty	Tarris Daniels, Jing Zhao	Operational capabilities for Nelson County, including working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification, troubleshooting, responding to questions and alerts, code development, debugging, testing, project management, data maintenance, report development and report review.	1	1.00	1.00	1.00	3
24	Application Services for Servers/Blades	Steve Barry	Anthony Paganini	Design, development, implementation and integration of new or enhanced applications, including: business, financial, human resources, project management and reporting. Tasks may include, but are not limited to, analysis, design, development, testing, deployment, training, documentation and project management.	1	3.00	1.00	1.00	5
25	Wireless Networking Services	Doug Rodriguez	Justin Marcotte	Design, configure and implement wireless networks, secure and protect wireless networks for Nelson County. Tasks may include, but are not limited to, analysis, design, development, testing, deployment, training, documentation and project management. Tasks may include, but are not limited to, analysis, design, development, testing, deployment, training, documentation and project management.	1	4.00	1.00	1.00	6
27	Network Support Services	Alex Derno	Rob McLean, Steve Barry	Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, analysis, design, development, testing, deployment, training, documentation and project management. Tasks may include, but are not limited to, analysis, design, development, testing, deployment, training, documentation and project management.	1	5.00	1.00	2.00	8
28	Server Support Services	Steve Barry	Alex Derno	Design, develop and maintain Nelson County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or examples. Must have experience with VMware, ESX/ESX3, VMware ESX/ES					

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution 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 Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department" and "NCIT"), and (ii) Infosys International Inc., a New York corporation, having its principal office at 110 Terminal Drive, Plainview, NY 11803 (the "Contractor").

WITNESSETH:

WHEREAS, a new Request for Proposals for supplemental staffing services (the "RFP") was issued on January 20, 2015; and

WHEREAS, the Contractor submitted a proposal to provide supplemental staffing services found to be beneficial to the County; 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; and

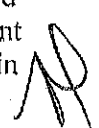
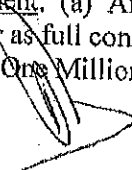
WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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 the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of information technology supplemental staffing services (the "Services") and is described in detail in Appendix A ("Supplemental Staffing Services Scope of Services & Procedures") attached hereto and incorporated herein by reference.

3. Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Million Dollars (\$1,000,000.00) ("Maximum Amount") payable in



Amount") payable in accordance with Appendix B ("Cost Proposal") attached hereto and incorporated herein by reference.

(b) The Contractor shall not perform Services that would cause billings to exceed the Maximum Amount unless additional funds are encumbered pursuant to this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

(c) The Contractor shall not perform any work under this Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW") authorized by the County in writing and the agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds sufficient to cover all work to be performed pursuant to such SOW.

(d) The County shall have no liability under this Agreement for any work performed (i) that was not authorized by an SOW and/or where the Contractor's costs exceed the amount authorized by those documents, (ii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iii) where the Contractor's costs exceed the amount/rates specified in Appendix B ("Cost Proposal").

(e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(f) Vouchers; Voucher Review, Approval and Audit. 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").

(g) 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. Notwithstanding the foregoing, the Contractor's right to receive payment for work completed by the Contractor for the County shall not be affected or denied in the event of an administrative timing error in issuing invoice Vouchers to County.

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

(i) Payments in Connection with Termination or Notice of Termination. Unless a

provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (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 or during the term of a Stop Work Order.

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

(a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:

- (i) Stop or suspend the work for a specific period of time, or
- (ii) Cancel the Stop Work Order and continue work on an SOW, or
- (iii) Terminate the work covered by the Stop Work Order.

(b) If a Stop Work Order is canceled, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if:

- (i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
- (ii) The Stop Work Order results in a change of deliverables for an SOW.
- (iii) Any other reason the County deems necessary and appropriate.

(c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

(d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5. Acceptance Criteria. In the event that an SOW defines the need for the Contractor to provide specific Deliverable(s), NCIT shall notify the Contractor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not

limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Contractor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to:

- Cancel the SOW.
- Terminate the Agreement.
- Contract with a different Contractor for the Services.
- Engage with another Contractor outside of this Agreement, if no Contractor is able to perform the required Supplemental Staffing Services.
- Invoice the original Contractor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.

6. 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).

7. 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.

8. 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, living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) The 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. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached to this Agreement as Appendix L. The Contractor 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 Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential or that is otherwise protected from disclosure under Federal, State or Local law; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a

reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by the Contractor under this Agreement (such as records or information) shall remain the sole property of the County, will be deemed "Confidential Information" and will be held in confidence in accordance with this Agreement. The Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with this Agreement. Such data and materials will be returned to the County upon completion of the Services. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use. Confidential Information of the County may only be disclosed as provided for in Section d above or with the written consent of the County (and then only to the extent of the consent);

(e) Non-Disclosure Agreement (NDA). In furtherance of this Section, all Contractor employees shall execute a nondisclosure agreement provided by the Department prior to commencement of work under an SOW.

(f) The provisions of this subsection shall survive the termination of this Agreement.

9. 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.

(c) Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control.

(d) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of Nassau County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

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.

(a) If the County provides consent, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

11. Subcontracting.

(a) The Contractor shall only subcontract work in conformance with Section 10 of this Agreement.

(b) The 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 regardless of whether the use of such partners or subcontractors have 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 direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor'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 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.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

12. Right to Works. (a) Upon execution of this Agreement, any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs, source code and/or any other material produced by the Contractor for the County pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) Works Made for Hire: The Contractor acknowledges that all of the Contractor's works of authorship, including but not limited to any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs and/or any other materials produced or used by the Contractor for the County pursuant to this Agreement ("Copyrighted Materials") shall be considered and are "works-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the owner thereof, including any copyrights, patents, or other intellectual property rights pertaining thereto and of all aspects, elements, and components thereof in which copyright protection might exist. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Contractor works and hereby irrevocably transfers, assigns, and conveys all of the Contractor's right, title, and interest, including exclusive copyright, patent, and other intellectual property rights, ownership in and to the Copyrighted Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrighted Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(c) Contractor Property or Works. Unless otherwise agreed upon between the

parties in this Agreement, the Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or works, including all pre-existing intellectual property interests held by Contractor (the "Contractor Works"). Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works solely for the County's internal use. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by the Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of the Contractor or used by the Contractor.

(d) Upon payment of all amounts due therefore, the Contractor shall grant to the County a non-exclusive, United States license to use any such Contractor Works solely for the County's internal use. The County may make reasonable copies of such pre-existing material for backup and archival purposes in accordance with applicable law. The County shall reproduce such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies. Subject to the other provisions in this subsection 8(b), any copies that the County makes of such Contractor Works shall remain the Contractor's sole property.

13. Patent/Copyright Claims.

(a) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or arising out of or in connection with any breach of warranty by the Contractor. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) In addition to the foregoing, if the use of any Deliverable(s), item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such Deliverable(s), item(s) or part(s) thereof, as applicable; (ii) to modify the Deliverable(s), item(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s), item(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s), item(s) or part(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable,

then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement; (v) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (vi) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; or (ii) made without the Contractor's approval.

(d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a deliverable, item or part under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

14. 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.

15. 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.

16. 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 Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance and errors and omissions insurance, which policy(ies) shall have a minimum single combined limit liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence; and (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 rated A- VIII or better by A.M. Best's or its equivalent, 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.

17. Warranty. (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a SOW in accordance with the stated warranty term(s).

18. 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.

19. 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's 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.

(a) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or Federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

20. 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.

21. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with 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.

22. 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 conveniencce. 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.

23. 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 Office of General Counsel, with a copy to 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.

24. 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.

25. 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.

26. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 Dollars \$533.00 for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

27. Services for Other Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal Entities, and not the County, shall be liable to the Contractor.

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

29. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural

calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

30. 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.

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

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

INFOSYS INTERNATIONAL INC.


By: 

Name: RAJ MEHTA

Title: CEO

Date: 6/10/15

NASSAU COUNTY

By: 

Name: Charles Rylander

Title: Deputy County Executive

Date: 11/16/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 10 day of JUNE in the year 2015 before me personally came RAJ MENTA 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 CEO of INFOSYS 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.

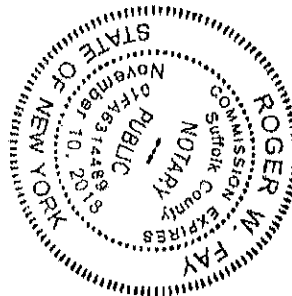
NOTARY PUBLIC



STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)



On the 16 day of November in the year 2015 before me personally came Charles R. Bando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public - State of New York
Qualified in Suffolk County
Commission Expires April 02, 2016

APPENDIX A

SUPPLEMENTAL STAFFING SERVICES SCOPE OF SERVICES & PROCEDURES

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

Upon execution of this Agreement, from time to time, NCIT may identify a need for individual or project related Supplemental Staffing Services. NCIT may issue an SOW for a project requiring Supplemental Staffing Services. The SOW will describe in detail which of the twenty-nine (29) Support Service Categories and levels NCIT requires as well as a detailed description of the requirements. Support Service Categories are described in detail in Appendix C ("Supplemental Staffing Support Service Categories"). NCIT will send the SOW to those Contractors previously identified as able to provide the Supplemental Staffing Services required for the specific Support Service Category(ies) required for the SOW as identified in Appendix B.

Contractors shall review the SOW and submit offers to provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Contractors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Contractors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Contractors to provide Supplemental Staffing Services under the SOW.

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

Individual Statements of Work

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

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor's personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Agreement to extend the term for the period the Contractor's personnel are needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

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

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

Contractor Reporting/Documentation

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

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

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

Other Considerations

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

The Contractor must ensure that all employees assigned to work under an SOW have the training and are qualified to perform the task(s) and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Contractor shall provide a replacement acceptable to the County.

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

NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW.

Pricing Schedule (Total Firm Fixed Prices)

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

Contractor Performance Criteria

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

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

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

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

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

Poor professional manner. This includes, but is not limited to the Minimum Service Standards outlined in Section 9 above.

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

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

NCIT will be the exclusive and final judge of whether there is misrepresentation

of a skill set, experience level, or professional manner lapses.

2. Personnel Substitution.

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

Contractor Disqualification

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

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

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

Deliverables

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

Change Management Request

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

No work requested in the Change Management Request may be performed until the Change Management Request has been approved and signed by both NCIT and the Contractor. However, a Change Management Request may require an amendment or advisement of the Agreement. In the case where an amendment or advisement of the Agreement is required, no work may be performed until the amendment or advisement

have been fully approved and executed by Nassau County and certified by the Clerk of the Legislature. The Contractor will be responsible for making sure all required approvals have been obtained prior to proceeding with any work on an SOW.

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

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

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

APPENDIX B COST PROPOSAL

Support Service Categories

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

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

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

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

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

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

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

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

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

**APPENDIX B
COST PROPOSAL**

Support Service Categories

Support Service Category Number	Support Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
1	Labor Support Services			
2	Clerical Support Services	\$40.00	\$50.00	\$70.00
3	Help Desk Support Services	\$40.00	\$50.00	\$60.00
4	Desktop Support Services	\$45.00	\$55.00	\$65.00
5	Database Management Services	\$95.00	\$120.00	\$150.00
6	EDMS Services	\$70.00	\$80.00	\$95.00
7	IT Training Services	\$40.00	\$50.00	\$60.00
8	Electronic Commerce/ EDI Services	\$70.00	\$80.00	\$95.00
9	Project Management Services	\$110.00	\$130.00	\$165.00
10	Microsoft Exchange Services	\$60.00	\$85.00	\$115.00
11	Computer Programming Services	\$110.00	\$125.00	\$135.00
12	System Programming Services	\$80.00	\$95.00	\$110.00
13	GIS Services	\$85.00	\$105.00	\$135.00
14	IT Support Staff Services – Data Center Operations	\$45.00	\$50.00	\$60.00
15	Network Security Services	\$60.00	\$75.00	\$115.00
16	Computer Systems Security Services	\$65.00	\$75.00	\$90.00
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)			
18	Technical Writing Services	\$30.00	\$40.00	\$50.00
19	Computer Systems Analysis Support Services	\$110.00	\$125.00	\$135.00
20	Unix and Linux System Administration Services	\$65.00	\$70.00	\$90.00
21	Web Environment Services	\$80.00	\$90.00	\$105.00
22	Software Engineering Services	\$80.00	\$90.00	\$105.00
23	Database Technical Services	\$80.00	\$90.00	\$105.00
24	Application Services for Servers/Blades	\$65.00	\$80.00	\$95.00
25	Wiring Technical Services			
26	Wireless Networking Services	\$90.00	\$100.00	\$120.00
27	Network Support Services	\$50.00	\$65.00	\$80.00
28	Server Support Services	\$60.00	\$75.00	\$90.00
29	Project Support Services	\$100.00	\$110.00	\$120.00

APPENDIX C SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Qualification Levels

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

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

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

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

Support Service Categories

Support Service Category Number	Support Service Category	Description
1	Labor Support Services	<p>Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
2	Clerical Support Services	<p>Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/ processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.</p>

APPENDIX C
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Support Service Categories

Support Service Category Number	Support Service Category	Description
3	Help Desk Support Services	<p>User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
4	Desktop Support Services	<p>Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
5	Database Management Services	<p>Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.</p>

APPENDIX C
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Support Service Categories

Support Service Category Number	Support Service Category	Description
6	EDMS Services	<p>Services specific to Electronic Document Management Systems (EDMS).</p> <ul style="list-style-type: none"> • <u>Professional Services</u> - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving. • <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
7	IT Training Services	<p>Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.</p>

APPENDIX C
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Support Service Categories

Support Service Category Number	Support Service Category	Description
8	Electronic Commerce/ EDI Services	<p>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</p> <ul style="list-style-type: none"> • <u>Professional Services</u> - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance. • <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
9	Project Management Services	<p>Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.</p>
10	Microsoft Exchange Services	<p>Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.</p>

APPENDIX C
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Support Service Categories

Support Service Category Number	Support Service Category	Description
11	Computer Programming Services	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.
12	System Programming Services	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
13	GIS Services	<p>Services specific to various forms of Geographic Information Systems (GIS):</p> <ul style="list-style-type: none"> • <u>Project Support Services</u> – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS). • <u>Programming/ Analysis Services</u> - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.

APPENDIX C
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Support Service Categories

Support Service Category Number	Support Service Category	Description
14	IT Support Staff Services -- Data Center Operations	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
15	Network Security Services	<p>Services specific to security on the County network.</p> <ul style="list-style-type: none"> • <u>Professional Services</u> - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN). • <u>Other Services</u> - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.
16	Computer Systems Security Services	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.

APPENDIX C
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Support Service Categories

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

APPENDIX C
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Support Service Categories

Support Service Category Number	Support Service Category	Description
19	Computer Systems Analysis Support Services	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	Unix and Linux System Administration Services	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/ component updates.
21	Web Environment Services	Services associated with the County's web environment. <ul style="list-style-type: none"> • Programmatic Support – Tasks may include, but are not limited to: <ul style="list-style-type: none"> ○ Web Designers - Graphic development of new content areas on site, ILWWCM education/support. ○ Java Programmers – JSP understanding, web development, work with vendors. • Technical Support - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.

APPENDIX C
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Support Service Categories

Support Service Category Number	Support Service Category	Description
22	Software Engineering Services	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
23	Database Technical Services	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
24	Application Services for Servers/Blades	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.
25	Wiring Technical Services	<p>Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>

APPENDIX C
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Support Service Categories

Support Service Category Number	Support Service Category	Description
26	Wireless Networking Services	Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.
27	Network Support Services	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
28	Server Support Services	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>

APPENDIX C
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Support Service Categories

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

Appendix 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:

i. 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 and 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:

- i. 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.
- ii. 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.

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal

solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

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

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

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

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

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

RAS MENSA (Name)
321 STONYTOWN RD, MANHASSET, NY 11030 (Address)
516 - 5769494 (Telephone Number)

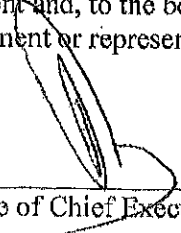
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a 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.

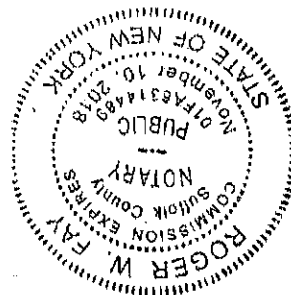
6/10/15
Dated


Signature of Chief Executive Officer

RAJ MENTA
Name of Chief Executive Officer

Sworn to before me this
10 day of JUNE, 2015


Notary Public



Nassau County Department of Information Technology
Edward P. Mangano - County Executive Ed Eisenstein - Commissioner of Information Technology

REQUEST FOR PROPOSALS

Supplemental Staffing

RFP #: IT0116-1501

Issue Date:

January 20, 2015

Nassau County
Long Island, New York



TABLE OF CONTENTS

This RFP contains the following sections:

	Page(s)
A. Introduction	3
B. Anticipated Proposal Schedule	3
C. Scope of Services	3
D. Contract Term	9
E. Mandatory Proposal Response Requirements	9
F. Proposal Submission Instructions	10
G. Contract Proposal Evaluation Criteria	11
H. General Information	12
I. General Conditions for Proposers	14
J. Additional Demonstrative Materials	14
K. Award of Contract	15
L. Protest Policy	15
M. Acceptance	15
Appendices:	
Appendix A – Cost Proposal	16
Appendix B – Program Description and Supp. Staff. Service Summary	19
Appendix C – Business History Form	20
Appendix D – Principal Questionnaire Form	27
Appendix E – Standard Clauses for Nassau County Contracts	31
Appendix EE – Equal Employ. Opportunities for Minorities and Women	39
Appendix L – Living Wage Law Certificate of Compliance	44
Exhibit 1 – Supplemental Staffing Support Service Categories	46
Exhibit 2 – Vendor Contact Information	54

Request For Proposal (RFP)

A. Introduction

The Department of Information Technology ("NCIT") of Nassau County, New York (the "County") is currently seeking proposals from Qualified Vendors ("Qualified Vendors") located and authorized to do business in the State of New York, to provide Supplemental Staffing Services ("Supplemental Staffing Services") to NCIT. The purpose of the RFP is to provide Nassau County with proposals that will culminate in the development and execution of a contract with one or more vendors who NCIT determines to be eligible to provide Supplemental Staffing Services for procurement by NCIT. To the extent permitted by law, the County intends to include terms and conditions to allow municipalities and other governmental entities to "piggy back" onto/order services through the use of the contract awarded by the County to the winning proposer(s) pursuant to this RFP process.

NCIT may select vendors from among responding vendors based on a thorough analysis of each business's ability to provide the County with the highest quality services at the most cost-effective fees.

Nassau County is committed to policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. Anticipated Proposal Schedule

RFP Issue Date	January 20, 2015
Bidder's Conference/Vendor Questions	February 4, 2015
Question Responses	February 23, 2015
Proposal Due Date	March 30, 2015
Oral Presentation, if necessary	Week of April 20, 2015
Award Date	On or about May 18, 2015

Dates indicated above are subject to change at the sole discretion of the County.

C. Scope of Services

NCIT established the Scope of Services ("Scope") outlined below to implement and support County program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming Statements of Work ("SOWs") may request additional services and terms to support the goals of the County.

1. Purpose.

The intent of this RFP is to identify Qualified Vendors that will provide flexibility for NCIT to meet the challenges and opportunities it encounters resulting from new government initiatives, increasing citizen expectations for better and more responsive services, and business and program requirements that are more demanding for economical operations and improved outcomes. NCIT seeks to have under contract Qualified Vendors, who are ready, willing and able to provide Supplemental Staffing Services to the County.

****Qualified Vendors must be able to demonstrate the ability to "float" up to \$250,000 during billing reconciliation without an impact to service or individual staff members.***

The resulting contracts will enable NCIT to make use of Supplemental Staffing Services in a timely fashion while meeting more exacting quality standards and obtaining competitive prices from the marketplace thus ensuring County Departments enjoy uninterrupted service. To ensure that NCIT meets the objectives of its Supplemental Staffing Service Projects this RFP seeks to accomplish the following:

- Establish Qualified Vendor lists for Supplemental Staffing Services in a wide variety of Support Service Categories.
- Create a maximum rate per Support Service Category which Qualified Vendors can charge for specific skillsets.
- Permit a Qualified Vendor to offer less than the maximum rate per Support Service Category when requested to respond to a specific SOW.
- Permit a vendor to charge the highest rate between all required Support Service Categories at the level of skill required in the case where an SOW requires the personnel requested to perform multiple categories of work simultaneously.
- Provide an efficient mechanism for submitting Supplemental Staffing requirements through a centralized administrative process.

2. General Scope and Process.

NCIT is seeking to develop a Supplemental Staffing Services contract to expedite the procurement of Services required in a rapidly changing technological environment. The intent of this RFP is to develop a contract with one or more vendors who NCIT determines through this RFP process to be eligible to provide one or more of the required Supplemental Staffing Services for the County. Vendors awarded a contract under this RFP will be eligible to respond to any SOW issued by NCIT for which it has the necessary skill set(s) and experience described below in further detail.

To become eligible to provide Supplemental Staffing Services a Vendor must submit an acceptable and qualified proposal in response to the RFP. Upon review, the selection committee shall grant a notice of award, as discussed below, to the winning proposer(s) and all eligible vendors. Each award for Supplemental Staffing Services shall identify the specific Support Service Category for which the vendor shall be eligible to provide Services to the County and the vendor shall enter into contract negotiations culminating in a Supplemental Staffing Services contract (the "Contract"). Said contract shall contain the Standard Clauses for Nassau County Contracts annexed hereto as Appendix E. Upon execution of the Contract, the vendor will be deemed qualified to provide services, as defined herein (the "Qualified Vendor").

Once Contracts are in place and from time to time, NCIT may issue an SOW for a project requiring Supplemental Staffing Services. NCIT will send the SOW to those Qualified Vendors previously identified as able to provide the Supplemental Staffing Services required under that specific SOW. Qualified Vendors shall review the SOW and submit offers to

provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Qualified Vendors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Qualified Vendors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Qualified Vendors to provide Supplemental Staffing Services under the SOW.

Please be advised that Qualified Vendors are not guaranteed work under a Contract. Rather, the Contract gives Qualified Vendors the eligibility to bid on a particular SOW for which it can provide the necessary Supplemental Staffing Services.

a. Individual Statements of Work.

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

Notwithstanding the expiration of the Contract between the Qualified Vendor and the County, an individual SOW may require the Qualified Vendor's personnel to work beyond the termination date of the Contract to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Contract to extend the term for the period the Qualified Vendor's personnel is needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

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

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

b. Requirements.

The Vendor must document that it has a minimum of three (3) employees on staff at all times, by providing names and references for at least that amount of employees.

The Vendor must be in existence and operating as a business for a minimum of twelve (12) months prior to responding to this RFP.

Services Required

For a vendor to be deemed an eligible vendor under this RFP, the vendor must demonstrate its ability to provide services with proposed rates for a minimum of ten (10) support service categories (the "Support Service Categories") listed below and as more fully described in Exhibit 1 - Supplemental Staffing Services.

1. Labor Support Services
2. Clerical Support Services
3. Help Desk Support Services
4. Desktop Support Services
5. Database Management Services
6. EDMS Services
7. IT Training Services
8. Electronic Commerce/ EDI Services
9. Project Management Services
10. Microsoft Exchange Services
11. Computer Programming Services
12. System Programming Services
13. GIS Services
14. IT Support Staff Services -- Data Center Operations
15. Network Security Services
16. Computer Systems Security Services
17. Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)
18. Technical Writing Services
19. Computer Systems Analysis Support Services
20. Unix and Linux System Administration Services
21. Web Environment Services
22. Software Engineering Services
23. Database Technical Services
24. Application Services for Servers/Blades
25. Wiring Technical Services
26. Wireless Networking Services
27. Network Support Services
28. Server Support Services
29. Project Support Services

Other Considerations

- 1) Qualified Vendors must ensure that all employees assigned to work under an SOW have the training to perform the task and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Qualified Vendor shall provide a replacement acceptable to the County.
- 2) NCIT will provide workspace and facilities for all Qualified Vendors performing Supplemental Staffing Services under an SOW, as appropriate.
- 3) NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW

Pricing Schedule (Total Firm Fixed Prices)

Details of pricing requirements and general information on pricing are attached as Appendix A Cost Proposal.

1. Rate Ranges

Vendors *must* provide rates for a minimum of ten (10) Support Service Categories. Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders must provide their best rate in the column *on this form* or a duplicate of this form based on the following:

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

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

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

For each Qualification Level within a Support Service Category, the vendor shall provide rates under which the vendor will provide professionals that meet the qualifications of the Support Service Category as described in **Exhibit 1 Supplemental Staffing Services**. The rate provided in each category will be the maximum rate that a vendor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

Vendor's proposed individuals must have the requisite years of experience within individual Support Services Categories. Vendor cannot aggregate experience from different Support Service Categories.

Qualified Vendors, responding to an SOW, shall provide resumes or other documentation that the proposed individuals satisfy the qualifications required for the Support Service Category(ies) and Qualification Level(s).

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

Vendor Performance Criteria

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

1) Certification of Employee Skill Sets and Capability to Perform Required

Table

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

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

- The individual represented by the Qualified Vendor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Qualified Vendor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Qualified Vendor, NCIT determines that the employee does not have the required skill sets or experience.
- Poor professional manner. This includes, but is not limited to the Minimum Service Standards outlined in Appendix E – Standard Clauses for Nassau County Contracts.

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

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

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

2) Personnel Substitution.

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

Qualified Vendor Disqualification

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

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

D. Contract Term

It is the intent to award a contract for a three year period with the option to renew for two additional one year terms, for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract. Contract renewal is at the sole discretion of the County.

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

E. Mandatory Proposal Response Requirements

All proposals shall remain in effect for a period of 180 days beyond the deadline for submission of proposals. The use of the terms "shall," "must," or "will" in this RFP, indicates a mandatory requirement or condition. The words "should" or "may" in this RFP, indicates desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such a desirable feature will not by itself cause rejection of a proposal.

The Vendor *must* organize the proposals in the exact order presented in the RFP. Vendors *must* place page numbers on each page. The proposal *must* contain a table of contents that cross-references the RFP requirement and the specific page of the response in the Vendor's proposal. Each paragraph in the proposal *must* correspond to and reference the paragraph number in the corresponding section of the RFP. The Vendor *must* repeat the paragraph number, sub-number, and heading as presented in the RFP. If a response covers more than one page, the Vendor *must* repeat the paragraph number and sub-number at the top of the subsequent page.

All Proposals must follow this outline and contain the following:

1. Cost Proposal Form attached as Appendix A and completion and submission of the "Non-Collusive Proposal Certification" page that follows Appendix A.
2. Narrative response attached as Appendix B, which must contain a complete written description of the vendor's Proposal.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the vendor's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. All submissions must be signed on the designated signature line by an officer or authorized agent of the vendor.
6. A Living Wage Law Certificate of Compliance, attached as Appendix L.
7. Additional information that you believe pertinent to the County's requirements.
8. A statement that the proposer has registered with the County as a vendor.

F. Proposal Submission Instructions.

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

In addition, any vendor that has not already registered with the County *must* do so by going to the Vendor Registration section of the County website at <https://eproc.nassaucountyny.gov/SupplierRegister>.

The proposals must be signed by an individual who is authorized to bind the vendor to all commitments made in the proposal. The original and five (5) printed copies of the proposal, together with all attachments and an electronic version (CD), must be submitted to the County in a sealed opaque envelope no later than 9:00a.m. EST on March 30, 2015. No telegraphic or facsimile proposals will be accepted. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

Vendors are required to provide contact information in their RFP Response. Each vendor *must* include Exhibit 2, Vendor Contact Information in the proposal package. Eligible vendors that have subsequent changes to their contact information *must* provide the changes to NCIT within ten (10) business days of the change. **Failure to do so may result in removal from the contract.**

It is each vendor's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications, the Standard Clauses for Nassau County Contracts, and any other terms and conditions. It is further the vendor's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Violation of these provisions may result in immediate disqualification. Proposers must submit all proposals and direct all responses, questions, and any other communications to the following authorized contact:

Nassau County Department of Information Technology
240 Old Country Road – Room 608
Mineola, New York 11501
Email: SupStaffRFP@nassaucountyny.gov

The County will respond to written vendor questions submitted during the time period allotted above in Section B, Anticipated Proposal Schedule, of the RFP.

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. The vendor shall contact the authorized person via e-mail.

G. Contract Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss their proposal elements in more detail should the selection committee request such.

The County reserves the right to award all or any part of this project to a single or multiple vendors, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served. The selection committee will evaluate and select vendors whose proposals are deemed to be the most advantageous to the County. The County's selection committee will evaluate each proposal and use the following for scoring each submission:

Contract Requirements and Proposed Solution 50%

Overall responsiveness of the proposal; proposal detail, completeness and clarity. Demonstration of a clear understanding of the requirements portion of the RFP; clear description of the staffing abilities, levels of experience and expertise needed to satisfy the defined RFP requirements.

Vendor Profile: Organization, Capacity, Staffing, Resumes 10%

Financial stability of the company, substantiation of sound organizational structure as well as the ability to provide staff with levels of experience and expertise needed for each service required in a timely fashion.

Related Experience 20%

Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor performing services of this type, 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; The readiness of the Vendor to work within the required timeframe; Quality of the Vendor references and reputation based on past performance.

Proposed Rates for Support Service Categories

20%

To be eligible to participate in this process the Vendor must propose rates for a minimum of ten (10) Support Service Categories as defined in Section C Scope of Services. The County will consider any other relevant factors as determined by the selection committee to be useful and assist the evaluation committee in the selection process. The evaluation committee will determine which vendors meet the specifications in the RFP and will send contract award notices to those vendors. The County and the vendors will then enter contract negotiations to establish a contract.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services solicited herein. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County may award contracts to as many or as few vendors as NCIT deems necessary. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. This contract shall contain the Standard Clauses for Nassau County Contracts attached hereto as Appendix E. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. Notwithstanding the foregoing, the contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all or any aspects of services and fees. *Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.*

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20%

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5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the proposers. Each offer, therefore, should be submitted in the most favorable terms that the proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the proposers. In addition, the County reserves the right to make on-site visits to the proposer's place of business to assess and/or evaluate the proposer's qualifications. Any additional requests from the County are at the County's sole discretion. The Vendor's initial proposal should be as complete as possible and should reflect the most favorable terms to the County.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the proposer in advance of such disclosure to enable the proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
- i. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - ii. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - iii. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - iv. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of a proposal.

10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of how the Proposer will use the sub-contractor and the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

I. General Conditions for Proposers

1. The Proposer will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. The Proposer is bound by and shall comply with the terms of Appendix EE and to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, the County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are charged with a misdemeanor or felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal, but should avoid including glossy marketing material that is not pertinent to the RFP.

K. Award of Contract

The County shall select vendor(s) by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the vendor, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

The County may award contracts to as many or as few vendors as NCIT deems necessary. Each Qualified Vendor will have the opportunity to offer its Services, for which it has been qualified, in response to the issuance of an SOW. There is no guaranty that a Qualified Vendor awarded a Contract will be awarded an SOW. Qualified Vendors under Contract who offer the best terms to the County will be chosen under an SOW to perform the specified Services.

The County reserves the right to request a "best and final offer" to the RFP.

L. Protest Policy

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

M. Acceptance

The vendor shall make all investigations necessary to inform itself regarding the work or services to be furnished.

Submission of any proposal indicates a vendor's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal under a section titled "Exceptions to Terms and Conditions." Each exception must be listed with a rationale explaining the vendor's position on the issue.

APPENDIX A COST PROPOSAL

Support Service Categories

Bidders **must** provide rates for Support Service Categories. Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders must provide their best rate in the column *on this form* or a duplicate of this form based on the following:

- Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.
- Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.
- Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the vendor shall provide rates under which the vendor will provide personnel that meet the qualifications of the Support Service Category as described in Exhibit 1. The rate provided in each category will be the maximum rate that a vendor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Vendor's proposed personnel must have the requisite years of experience within the individual Support Service Categories. The Vendor cannot aggregate experience from different Support Service Categories.

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

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

Service Category Number	IT Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
1	Labor Support Services	\$	\$	\$
2	Clerical Support Services	\$	\$	\$
3	Help Desk Support Services	\$	\$	\$
4	Desktop Support Services	\$	\$	\$
5	Database Management Services	\$	\$	\$
6	EDMS Services	\$	\$	\$
7	IT Training Services	\$	\$	\$
8	Electronic Commerce/ EDI Services	\$	\$	\$
9	Project Management Services	\$	\$	\$
10	Microsoft Exchange Services	\$	\$	\$
11	Computer Programming Services	\$	\$	\$
12	System Programming Services	\$	\$	\$

Service Category Number	IT Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
13	GIS Services			
14	IT Support Staff Services – Data Center Operations	\$	\$	\$
15	Network Security Services	\$	\$	\$
16	Computer Systems Security Services	\$	\$	\$
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	\$	\$	\$
18	Technical Writing Services	\$	\$	\$
19	Computer Systems Analysis Support Services	\$	\$	\$
20	Unix and Linux System Administration Services	\$	\$	\$
21	Web Environment Services	\$	\$	\$
22	Software Engineering Services	\$	\$	\$
23	Database Technical Services	\$	\$	\$
24	Application Services for Servers/Blades	\$	\$	\$
25	Wiring Technical Services	\$	\$	\$
26	Wireless Networking Services	\$	\$	\$
27	Network Support Services	\$	\$	\$
28	Server Support Services	\$	\$	\$
29	Project Support Services	\$	\$	\$

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ DATE: _____

APPENDIX B

PROGRAM DESCRIPTION AND SUPPLEMENTAL STAFFING SERVICE SUMMARY

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Full biographies of firm principals as well as staff expected to be assigned to this project. For bios of staff expected to be assigned to this project each biography must include verifiable work history along with photocopies of required certifications and qualifications.
- b. Detail prior experience with public sector clients (similar size and scope).
- c. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal.
- d. Demonstrate capabilities and past experience by providing at least three (3) detailed references from clients who have received applicable Supplemental Staffing Services (similar size and scope).
- e. Detail prior experience in the Support Service Categories for which the vendor is capable of providing Services.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ 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.

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

Date: _____

1. Proposer's Legal Name: _____

2. Address of Place of Business: _____

List all other business addresses used within last five years:

3. Mailing Address (if different): _____

Phone: _____

Does the business own or rent its facilities? _____

4. Federal I.D. Number: _____

5. Dun and Bradstreet number: _____

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

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, have 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:

1. Please disclose:

- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

2. 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.

ATTACHMENTS TO BUSINESS HISTORY FORM

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

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments;
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____



Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

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

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

Sworn to before me this _____ day of _____ 2015

Notary Public

Name of submitting business: _____

By: _____
Print name

Signature

Title

_____/_____/_____
Date

APPENDIX D
PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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.

- I. Principal name: _____
SSN: _____
Date of birth: ____ / ____ / ____
Home address: _____
City/state/zip: _____
Business address: _____
City/state/zip: _____
Telephone: _____
Other present address(es): _____
City/state/zip: _____
Telephone: _____
List of other addresses and telephone numbers attached.

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

President ____ / ____ / ____ Treasurer ____ / ____ / ____
Chairman of Board ____ / ____ / ____ Shareholder ____ / ____ / ____
Chief Executive Officer ____ / ____ / ____ Secretary ____ / ____ / ____
Chief Financial Officer ____ / ____ / ____ Partner ____ / ____ / ____
Vice President ____ / ____ / ____ Other ____ / ____ / ____
(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 contract 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, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2014

Notary Public

Name of submitting business

Print name

Signature

Title

_____/_____/_____
Date

APPENDIX E
STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. **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).
2. **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.
3. **Compliance with Law.** (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
(b) **Nassau County Living Wage Law.** Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. The 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) On a yearly basis, the Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.
- (c) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The 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.

4. 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.

5. Deliverables.

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

6. Acceptance Criteria.

In the event that an SOW defines the need for the Qualified Vendor to provide specific Deliverable(s), NCIT shall notify the Qualified Vendor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance by NCIT shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria NCIT may exercise any and all rights hereunder, including such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Qualified Vendor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to cancel the SOW, contract with a different Qualified Vendor, or another vendor if no Qualified Vendor is able to perform the required Supplemental Staffing Services, and to invoice the original Qualified Vendor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Qualified Vendor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County. Rejected items may be regarded as abandoned if not removed by Qualified Vendor as provided herein.

7. Warranty.

(a) The Qualified Vendor shall provide a warranty for all Deliverables or products specified in and furnished by or through the Qualified Vendor under an SOW. All products or Deliverables

provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period") provided that no modifications, other than modifications contemplated by or consented to by the Qualified Vendor, are made to the Deliverables or their system environment by any party other than Qualified Vendor.

(b) The Qualified Vendor further warrants and represents that products or Deliverables specified and furnished by or through the Qualified Vendor under an SOW shall individually, and where specified by the Qualified Vendor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period provided that no modifications, other than modifications contemplated by or consented to by the Qualified Vendor, are made to the Deliverables or their system environment by any party other than the Qualified Vendor. During the Project Warranty Period, defects in the products or Deliverables specified and furnished by or through the Qualified Vendor shall be repaired or replaced by the Qualified Vendor at no cost or expense to the County.

The Qualified Vendor shall advise NCIT immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, the Qualified Vendor shall state the projected delivery time and date. In the event the delay projected by the Qualified Vendor is unsatisfactory, NCIT shall so advise the Qualified Vendor and may proceed to procure substitute Deliverables or services. NCIT will not unreasonably deem the delay unsatisfactory.

8. Stop Work Order.

The County may issue a written or oral order to the Qualified Vendor to stop work under an SOW (the "Stop Work Order") at any time requiring the Qualified Vendor to suspend or stop all, or any part, of the performance due under the SOW. Reasons for issuing a Stop Work Order may include an inability on the part of the Qualified Vendor to satisfy the criteria as set forth in an SOW or assigning inappropriate personnel to perform the Services under an SOW.

- (a) Upon receipt of the Stop Work Order, the Qualified Vendor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:
 - i) Stop or suspend the work for a specific period of time, or
 - ii) Cancel the Stop Work Order and continue work on an SOW, or
 - iii) Terminate the work covered by the Stop Work Order.
- (b) If a Stop Work Order is canceled, the Qualified Vendor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if:
 - i) The Stop Work Order results in an increase in the Qualified Vendor's cost of performance of the SOW.
 - ii) The Stop Work Order results in a change of deliverables for an SOW.
 - iii) Any other reason the County deems necessary and appropriate.
- (c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.

- (d) The County shall not be liable to the Qualified Vendor for loss of profits because of a Stop Work Order issued under this term.

9. Reimbursement by the Contractor upon Loss of Funding.

- (a) In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

10. No Duplication of Payments.

- (a) 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.

11. Payments in Connection with Termination or Notice of Termination.

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

12. Indemnification; Defense; Cooperation.

- (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable 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 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 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 in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

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

13. 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 three million dollars (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability 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 or authorized to do business in New York State and 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 current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. 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 County Attorney's Office of the same and deliver to the County Attorney's Office 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 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.

14. Assignment; Amendment; Waiver; Subcontracting.

- (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, 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.

15. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with 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. 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.

17. 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, the County Attorney's Office, 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.

18. 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 and 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.

19. 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.

20. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix E, the terms of this Appendix E shall control.

- (d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars (\$_____) 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.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

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).

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.

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 and 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:

- i. 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.
- ii. 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.
- iii. 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 the 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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- ix. 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 Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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 Proposer/Bidder 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. Proposer/Bidder 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.

Dated
Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

____ day of _____, 2015.

Notary Public

EXHIBIT 1 **SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders provided their best rate in the columns in Appendix A Cost Proposal or a duplicate of the chart in Appendix A based on the following:

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

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

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

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

Support Service Categories

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

EXHIBIT 1
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

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

EXHIBIT 1
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

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

EXHIBIT 1
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

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

EXHIBIT 1
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

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

EXHIBIT 1
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
19	Computer Systems Analysis Support Services	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, system conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	Unix and Linux System Administration Services	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/component updates.
21	Web Environment Services	Services associated with the County's web environment. <ul style="list-style-type: none"> • Programmatic Support – Tasks may include, but are not limited to: <ul style="list-style-type: none"> o Web Designers - Graphic development of new content areas on site, ILWWCM education/support. o Java Programmers – JSP understanding, web development, work with vendors. • Technical Support - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.
22	Software Engineering Services	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of ties with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
23	Database Technical Services	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
24	Application Services for Servers/Blades	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.

EXHIBIT 1
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
25	Wiring Technical Services	<p>Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
26	Wireless Networking Services	<p>Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.</p>
27	Network Support Services	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
28	Server Support Services	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>

EXHIBIT 1
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

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

EXHIBIT 2
VENDOR CONTACT INFORMATION

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL PACKAGE

FEDERAL ID NUMBER: _____

VENDOR NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

Local Services Contact: _____

Office Phone #: _____

Mobile Phone #: _____

Fax #: _____

E-Mail Address: _____

After Hours Contact: _____

Local Alternate Contact: _____

Office Phone #: _____

Mobile Phone #: _____

Fax #: _____

E-Mail Address: _____

After Hours Contact: _____

Monthly Usage/Billing Contact: _____

Office Phone #: _____

Mobile Phone #: _____

Fax #: _____

E-Mail Address: _____

After Hours Contact: _____

Accounts Payable Contact: _____
Office Phone #: _____
Mobile Phone #: _____
Fax #: _____
E-Mail Address: _____
After Hours Contact: _____

**UPON CHANGES IN PERSONNEL OR CHANGE IN DUTIES, THE VENDOR MUST
REPORT TO NCIT ANY UPDATES TO THE VENDOR CONTACT INFORMATION WITHIN
10 BUSINESS DAYS OF A CHANGE. FAILURE TO DO SO MAY RESULT IN REMOVAL
FROM THE CONTRACT.**

Amendment #1

Supplemental Staffing

RFP #: IT0116-1501

Nassau County will accept written questions regarding this RFP by Friday, February 6, 2015.

All questions should be sent to the email listed below by 4:00 pm on 2/6/15.

Email: supstaffrfp@nassaucountyny.gov

Response to all vendor questions will be provided as an amendment to this RFP and published on our procurement site by Monday 2/23/15.

Amendment #2

RFP#T0116-1501

Supplemental Staffing RFP questions

Question	Answer
1. Is there any project oriented work with fixed statements of work and combinations of service delivery or is this strictly staff augmentation for the term of the contract on an hourly rate basis?	NCIT expects to submit SOWs for project oriented work and staff augmentation.
2. Please confirm that the Cost Proposal Rates should be for a normal work day consisting of 7 hours.	Cost proposals for this RFP should include an hourly rates based on an 8 hour work day. However, additional discounted rates can be presented for daily, weekly, monthly rates or for paying within a certain time frame, etc.
3. Are there incumbent(s) currently providing these services to NCIT under any existing contract? If so, will NCIT release a list of the incumbent vendors?	Yes, the vendors currently providing these services are SVAM International Inc., RCG Information Technology Inc., Contemporary Computer Services Inc., Bowne Management Systems, Inc., Bicifis Group, Inc. and Infosys International Inc.
4. If there is a current contract in place, what was the total spend under it for 2014? What is the anticipated total annual spend under the new contract?	Current and anticipated spending is between \$200,000 and \$2,000,000.
5. Are there any cost/budget limitations attached to this	Yes, all limitations will be defined during the contract process.

RFP/contract?	
6. During a typical year, what percentage of the SOWs is issued for projects that already have incumbent consultants working versus SOWs for totally new projects without an incumbent consultant in place?	Data is not available.
7. If a proposed/released SOW currently has an incumbent consultant(s) assigned to the project, will NCIT inform the vendor(s) of such?	Depends on if it is relevant to the project.
8. Can NCIT provide the current vendors' maximum bill rates by Service Category and Level?	No, not at this time.
9. Historically, what has been the average length of an SOW/assignment? Do you expect it to be a similar length under the new contract?	The length of an assignment can range from 1 day to 18 months or more.
10. Page 5 of 55, Section C, Scope of Services, 2.a: You state that qualified vendors will be given a "specific period of time" to respond and the time frame "will vary for each SOW." Notwithstanding the above, can you provide the average time frame:	The average time to respond to an SOW will depend on its complexity and time sensitivity of the work. Typically, we request that the response from the vendors in 7-21 days. We expect to respond to all SOWs during the same time period.

<p>To respond to a SOW?</p> <p>Between when an offer in response to an SOW is submitted and when interviews will take place for candidates submitted?</p> <p>From the interview period to the actual on-boarding/start date?</p>	<p>Once an SOW has been awarded, we expect the start date to take place within 7 to 21 days. This can vary depending on the nature of the SOW.</p>
<p>11. Page 8 of 55, Vendor Criteria of Performance Section 1: You state "If NCIT terminates personnel placed on assignment by the Qualified Vendor because the person's skills sets or experience are not as originally represented, NCIT shall not be responsible to pay the Qualified Vendor for that period." Please clarify the following:</p>	<p>NCIT will not pay for unqualified staff assigned by a vendor.</p>
<p>12. Question 1: Section C - Scope of Services -Page 4 top of page:</p> <p>Qualified vendors are expected to be able to "float up to \$250k during billing reconciliation". Presumably there are assumptions behind this number in payment terms, frequency of invoicing and budgeted level of business. Can you share these assumptions with us please?</p>	<p>Nassau County has a very long billing cycle. Qualified vendors should be financially prepared for same.</p>
<p>13. Question 2: Section C - Scope of Services-Other</p>	<p>We would expect a replacement asap (24 hours) for mission critical support however additional time may be allocated for</p>

<p>Considerations #1 – Page 6:</p> <p>If this were to occur what is the expected timeframe for a replacement that would be acceptable to the County?</p>	<p>other types of assignments.</p>
<p>14. Question 3: Section C – Scope of Services – Vendor Performance Criteria - #2-Personal Substitution:</p> <p>What would be an acceptable timeframe to replace personnel if they were unable to continue work for some reason such as an illness?</p>	<p>We would expect a replacement asap (24 hours) for mission critical support however additional time may be allocated for other types of assignments.</p>
<p>15. Question 4: Appendix A - Cost proposal – Support Service Categories – page 16:</p> <p>Is it required that for a given Service Category rates are provided for all three levels?</p>	<p>No, Rates can be provided for all or select levels within a category. However, the vendor will only receive SOWs on the basis of those categories and levels for which they provided rates.</p>
<p>16. Question 5: Appendix E - # 21 Administrative Service Charge – Page 38:</p> <p>It is assumed that the Administrative Fee for this RFP will be \$0 because it does not have a dollar value until a SOW is received, bid on and awarded. Will this Administrative Service Charge be required for a successful bid on a SOW?</p>	<p>The administrative service fee is for the processing of the contract. There will still an administrative service fee due for the processing of the contract. The amount of the fee will be based on the maximum amount of the contract.</p>

<p>17. Question 6: Exhibit 1 – Page 46:</p> <p>Will travel time and expenses such as mileage and parking be reimbursed for travel required by Service Categories that contain "Must be able to provide transportation" in the description?</p>	<p>Yes, if applicable to the Service Category, NCIT will pay for pre-authorized travel expenses which will be defined in the SOW.</p>
<p>18. Please confirm that this contract is for labor only and that replacement/repair parts are not part of this agreement.</p>	<p>This contract is for labor only.</p>
<p>19. The cost proposal Appendix A does not define "rate". Should this be an hourly number, daily or other?</p>	<p>See question #2</p>
<p>20. To provide the best pricing structure and options for the County we would like to provide different rates for different time frames of service and when hours are worked. Would the following pricing structures be acceptable?: Daily hourly rates during normal business hours and Weekend/Holiday/Afterhours Weekly hourly rates during normal and Weekend/Holiday/Afterhours</p>	<p>See question #2.</p>

Monthly hourly rates during normal and Weekend/Holiday/Afterhours Yearly hourly rates and during normal Weekend/Holiday/Afterhours	
21. Stipulation for Emergency response?	Any requests for emergency service will be defined in the SOW.
22. Who are the incumbent vendors?	See question #3
23. Are you able to provide their past rate card?	Not at this time.
24. How many references are needed per technical category we submit on?	We would prefer 3 references and at least 1 should be from another government agency.
25. How many resumes are required to submit per technical service?	As many as the vendor can provide that fit the requirements of the SOW. The County will choose from the candidates provided and interview those they feel best fit the requirements of the SOW.
26. What types of projects/initiatives will these consultants be working on in 2015/2016?	NCIT may require Supplemental Staffing for a wide variety of IT projects, including, infrastructure, software development and maintenance, database development and maintenance.

27. How many agencies are you working with now?	See question #3
28. What do you look for in a partner?	Please refer to RFP, Section G, Contract Proposal Evaluation Criteria.
29. Is there manager contact allowed?	Yes, we prefer to have management involvement.
30. Who does the Nassau County IT department support?	NCIT supports all county agencies (50+). A list of agencies can be found on our website. http://www.nassaucountynv.gov/1437/Departments
31. What types of technologies are you using for application development?	Nassau County uses all major brands , including but are not limited to, Oracle, MS, DB2, Unix, etc.
32. What type of servers are supporting Nassau County?	Nassau County servers include, but are not limited to Mainframe, AS400, Dell Window etc.
33. Where do the technical professionals report to?	Technical professionals will be assigned to a NC location based on the nature of the work. NCIT administration office is in Mineola and the data center is in Bethpage. There are many other county facilities where Wednesday, February 11, 2015a supplemental staff support may be needed.
34. Does each agency within Nassau County have their own dedicated IT?	No

35. Do you have a hosted solution?	Yes, we have both hosted and non-hosted systems.	
36. Where is the data center located?	Grumman Road, Bethpage	
<p>37. With reference to the following paragraph in Appendix A – Cost Proposal:</p> <p>“The Rates for this Contract will remain firm for the life of the Contract. This does not preclude any Qualified Vendor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.”</p> <p>I have the following questions:</p> <p>Question 1:</p> <p>Please confirm that the Rates would remain firm for at least 3 years (initial period of the contract) and potentially 5 years if the contract is extended.</p> <p>Question 2:</p> <p>In the event that our personnel working on an SOW /</p>	<p>The rates for this contract will remain firm for the life of the contract. This does not preclude any qualified vendor from offering a rate lower than the established rate in the contract in response to any SOW.</p> <p>NCIT will reimburse for pre-authorized travel expenses as defined in the SOW.</p>	

<p>project are required travel for a few days to a location other than the primary work location for project related work, would we be compensated for travel related expenses. For example, if the primary work location is Mineola, NY and if our personnel working on the project have to travel to Albany, NY for project related work, would we be compensated for the travel expenses for the trip to Albany, NY?</p>	
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Amendment #3

Supplemental Staffing RFP IT 0116-1501

Additional Questions / Answers

1. Page 3, Section B refers to a Bidder's Conference, but there is no additional information regarding time or place. Is this an error?	There is no bidder's conference. Please refer to Amendment #1.
2. Page 4, Section C indicates that "Vendors must be able to demonstrate the ability to 'float' up to \$250,000 during billing reconciliation..." Will our independently reviewed financials suffice to demonstrate this?	Yes
3. Page 14 #10 states that Proposers must identify subcontractors to be used. It is typical for IT staff augmentation to involve the use of subcontracted companies to provide consultants on a case-by-case basis, depending on who can provide the best consultant at that time. Will it be possible to add additional subcontractors at the time of the individual requisition, and will there be a process in place to do so quickly enough to respond?	Our contracts contain language that addresses subcontracting.
4. Page 19, Appendix B, a states that vendors should include biographies of staff expected to be assigned to this project. Should we understand that to mean account managers, recruiting staff, etc., rather than IT consultants in each category we intend to apply for?	Yes, resumes for IT consultants for each category listed should be provided when a request for the specific service is published.



APPENDIX C: BUSINESS HISTORY FORM

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

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

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

Date: **03/19/2015**

1) Proposer's Legal Name: **Infosys International Inc.**

2) Address of Place of Business: **110 Terminal Drive, Plainview, NY 11803**

List all other business addresses used within last five years: **Same as above**

3) Mailing Address (if different): **Same as place of business**

Phone: **516-576-9494 ext 3300**

Does the business own or rent its facilities? **OWN**

4) Federal I.D. Number or Social Security Number: **11-3013325**

5) Dun and Bradstreet number: **61-176-4069**

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? ☐ 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 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 antitrust 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 antitrust 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.

17) Conflict of Interest:

1) Please disclose:

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

There are no material financial relationships that our firm or firm employee has that may create a conflict.

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

There are no family relationships that any employee of our firm has with any County public servant that may create a conflict of interest.

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

There is no other matter that our firm believes that may create a conflict of interest or the appearance of a conflict of interest.



Nassau County
Department of Information Technology
Proposal for Supplemental Staffing
RFP# IT0116-1601



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2) 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.

Infosys International Inc. guarantees that we will cooperate with the County in order to investigate and resolve any issue that may create a conflict of interest either determined internally or by the County.



ATTACHMENTS TO BUSINESS HISTORY FORM

Please provide any other information, which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these 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.

Date of formation

May 1990 – previously Raj Associates since 1986.

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

Infosys International Inc. is 100% owned by

Raj Mehta – Chairman & CEO

321 Stonytown Road, Manhasset, NY 11030

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

Raj Mehta – Chairman & CEO

321 Stonytown Road, Manhasset, NY 11030

State of Incorporation(if applicable);

State of New York

The number of employees in the firm;

29

Annual revenue of firm;

\$5 million



Raj Mehta

Chairman and CEO - Infosys International Inc. / Producer and Host of "Interviews That Matter with Raj Mehta"

Mr. Raj Mehta's career has spanned more than 30 years in the information technology industry. His experience includes information system design, development, reengineering and migration activities for Fortune 500 companies, local, state and federal government agencies as well as educational institutions and non-profit organizations.

Mr. Mehta has taken active role in efforts to enhance the economical, technological and social environments of Long Island. He is a founding member and served as a board member of Long Island Software and Technology Network. He was appointed to serve as Treasurer and then Vice Chairman of the Suffolk County Coalition of Minority Businesses by the County Executive, and has assisted in the development of the BusinessLINC program, which is a joint effort between the Justice Department, the SBA, and the Office of the Vice President of the United States. He also served in the board of directors of "Advancement for Commerce, Industry & Technology, and Foundation of Sight and Sound.

In 1986, he founded Infosys International Inc., which has become one of the leading information technology companies on Long Island. Infosys International Inc. provides information technology services and software products to commercial and government customers and contributes to Long Island's economy and to the technological progress in the area. Under his leadership, following accomplishments were achieved:

- "Top 10 Asian/American Business" Award in New York at New York Times Conference Center
- CEO Raj Mehta received "The 50 or so Around 50 Award" from Long Island Business News
- CEO Raj Mehta received Network Magazine's 2008 David Award
- CEO Raj Mehta selected in 50 most influential minority business owners in the Country
- Nassau County Executive's Trailblazer Award
- CEO Raj Mehta selected as one of the most influential minority leaders on Long Island
- CEO Raj Mehta selected as Business Person of the Year by Indian Lawyers Association
- CEO Raj Mehta was named "People to Watch" in technology two years in a row by Newsday
- Top Software Winner - Long Island Software Awards
- Award of Appreciation from Press Club of Long Island
- CEO Raj Mehta received SBA award for distinguished service to small business community
- Fastest growing software company on Long Island for two consecutive years
- Inc. 500 company (one of the 500 fastest growing privately held companies in America)



Mr. Mehta is a producer and a host of a talk show called "Interviews That Matter with Raj Mehta" which airs on ITV/ITVGOLD on prime time Fridays at 6:00 pm. He interviews elected officials, policy makers, heads of major organizations and other dignitaries.
www.youtube.com/infosysInternational.

Summary of relevant accomplishments

Company Background

Since 1986, Infosys International has built a solid reputation as a business and information technology consulting firm. We deliver cost-effective and value added services to help our clients meet their goals. We provide our services to public and private industry as well as government and not-for-profit organizations.

Infosys International Inc. is headquartered in Plainview, Long Island, at its own 14,000-square-foot building.

In addition to providing technical expertise in a diverse range of Information Technology services, Infosys International has established relationships with some of the top hardware and software manufacturers such as Microsoft, Oracle, PeopleSoft, HP, IBM, Cisco, Sybase, Novell and Computer Associates. Infosys is currently a Microsoft Gold Certified Partner.

Infosys was recognized as one of the fastest growing companies on Long Island in 1998 and 1999 and was listed on 1998 Inc. 500 as one of the 500 fastest growing companies in the United States.

We are a Minority Owned Business in the certified by the State of New York and Nassau County and we are also certified as SDB by the Small Business Administration.

Infosys International Inc. is registered with Nassau County as a vendor.

Achievements

"Entrepreneur of the Year" award to Raj Mehta.

Republican club of Queens Village awarded Raj Mehta as "Entrepreneur of the Year" award at the Lincoln Awards for his achievements and running a successful business.



"Top 10 Asian/American Business" Award in New York at New York Times Conference Center

Infosys International was awarded "Top ten Asian American Business" award twice at the New York Times Center.

CEO Raj Mehta received "The 50 or so Around 50 Award" from Long Island Business News

CEO Raj Mehta received Network Magazine's 2008 David Award

CEO Raj Mehta selected in 50 most influential minority business owners in the Country

Nassau County Executive's Trailblazer Award

2004 Top Software Winner – May 2004

BluePearl and Employee-Site, Infosys International Inc.'s two software products were selected among Top Software products in Long Island at Long Island Software Awards – LISA 2004.

Award of Appreciation from Press Club of Long Island – 2003

Infosys International Inc. was awarded by Long Island's premier networking organization for Journalists for its outstanding efforts in developing and maintaining PCLI's Internet presence.

Raj Mehta received SBA's Community Service Award – May 2001

Raj Mehta, Chairman and CEO of Infosys International Inc. has been selected to receive the United States Small Business Administration's Community Service Award for his distinguished service to the small business community during fiscal year 2000.

i-Timesheet.com won 2nd place at LISA 2001 – May 2001

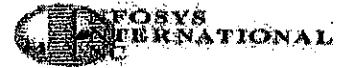
i-Timesheet.com won 2nd place in the "Line of Business Software" category at the 2001 Long Island Software Awards in May 2001.

Five People to Watch - September 1999 & March 2000

Two years in a row, Mr. Raj Mehta, President and CEO of Infosys International Inc. was recognized in "Newsday's LI Business Report" as one of the five businessmen that influence the development of technology and economy on Long Island.

Raj Mehta, Small Business Advocate Exporter – 1999

Mr. Raj Mehta, President and CEO of Infosys International Inc. was awarded as Small Business Advocate Exporter for outstanding service and contribution to The Long Island Small Business Community by the Long Island Association.



Fastest Growing Company of Long Island – 1998 & 1999

KPMG Peat Marwick LLP and Hofstra University rated Infosys International Inc. as one of the fastest growing companies in Long Island for the second year in a row.

INC 500 - November 1998

Infosys International Inc. was ranked 294th in the INC 500, INC magazine's annual listing of the fastest growing companies in the United States. Companies in this list are rated according to their performances in the last 5 years. Infosys International Inc. was one of the 25 companies from New York State and the only company from Long Island.

Partnerships

In addition to providing technical expertise in a diverse range of Information Technology services, INFOSYS has also established relationships with some of the top hardware and software manufacturers to provide our clients state-of-the-art IT solutions. Some of our current value-added partnerships include:

Microsoft Certified Partner

IBM Business Partner

PeopleSoft Certified Solution Provider

Computer Associates Business Partner

Oracle Tier1 Partner

Sybase Premier Partner

Hewlett Packard Authorized Reseller

Cisco Certified Premier Partner

SMC Authorized Reseller

Novell Authorized Reseller

Industry Focus

Federal Government

For government purchases Infosys holds two GSA contracts. GSA Schedule #GS35F-0273V covers 106 categories of IT services including contract programming, network services, database administration, project management and facilities management. GSA Schedule #GS35F-0273V for delivering i-Timesheet and related services.

Local and State Government

In terms of special government procurement qualifications, Infosys is certified as a minority owned business in the states of New York, Texas, Maryland, Virginia and Illinois.



Infosys International has responded to OGS bid for "Project Based IT Services" in two levels – under \$200,000 and second level from 200,000 to 7.5 million. We are waiting for an award on this State contract and feel comfortable to be successful.

Commercial

For Fortune 500 clients, private and public companies we provide an extensive range of services covering various industries from banking, finance, manufacturing, consulting and other professional services.

Non-Profit Organizations

Infosys helps non-profit organizations in utilizing state of the art technologies in order to increase the efficiency of their back-office operations and fundraising activities. We offer our software product BluePearl, as a comprehensive solution for this purpose.

Services

Business and IT Consulting

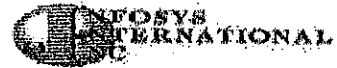
Infosys recognizes that our client base of businesses, government and not-for-profit organizations is consistently faced with problems and opportunities, constraints and goals, risks and rewards. Our consultants help our clients see where they are and where they can go in today's ever-changing business and information technology (IT) environment.

Application Development

Our custom application development experience includes latest web-based and wireless technologies, as well as legacy client/server and mainframe architectures. We develop turn-key application solutions and can assist our customers in all phases of the application development life cycle. Over the years at our development and research department we have also developed business applications and web-based services that are offered as hosted or licensed solutions to our customers.

Mobile apps design and development

Infosys International offers mobile app design and development on three platforms : IOS, Android and Windows. We have implemented number of apps for our clients including a Crime Stoppers app for Nassau Crime Stoppers Board and "See Something Say Something" for the MTA.



Infosys also has our own mobile app "Infosys Eyes" available on IOS and Android platforms and a test version can be downloaded from the app store.

Web Design, Development and Hosting

Infosys International provides web site design, web site development and web site hosting and maintenance services. Besides developing custom turn-key projects for our customers we also have developed e-business and work flow applications which are available as hosted applications or which can be licensed for installation and tailoring at our client's sites.

Systems Integration

In addition to performing custom application development, Infosys International personnel have extensive experience in implementing and integrating enterprise application software solutions from several leading vendors such as Peoplesoft, SAP, Microsoft.

Data and Network Management

Our Data and Network Management practice covers services for database design, database administration, network infrastructure design and implementation. Our team includes professionals with experience and certifications in Oracle, and Microsoft database management systems as well as Microsoft and Cisco networking software and hardware.

IT Staffing

When its time for organizations to upgrade or replace important information systems, they will typically need additional personnel to complete these projects. Infosys International has the ability to provide our clients with the quantity and quality of the resources needed to complete these projects without adding to our client's permanent headcount.

Document Imaging

Document Imaging is the conversion of paper documents into digital images, which can be stored on computers for easy access. By managing documents digitally businesses can benefit from reduction in storage space, easy and rapid retrieval of information, efficiency in information sharing as well as access to detailed and accurate information.

Infosys International can help businesses to implement digital document management solutions which will result in significant cost savings, increased productivity and efficiency and higher quality of service.



Products

In addition to being a consulting company, Infosys International Inc. is also in the business of providing software and hardware products. We are the Value Added Reseller of major software and hardware vendors such as HP, Cisco, Novell, StorageTek, Compaq and Microsoft.

We also have software solutions that are made available to clients as either hosted applications or licensed for installation and tailoring at our client's sites. We have three software products in our current product line. They are:

Infosys Eyes

Infosys Eyes is a mobile app available on iOS and Android platform. This app allows a smart phone user to take a photo or video, choose appropriate category for the incidence and send the information to the appropriate authority with only three clicks. App has multiple use in many industries across.

i-Timesheet.com

i-Timesheet.com is an online time tracking and billing application that is available for companies and individual professionals. Both as a hosted service and as a licensed product, i-Timesheet.com can help businesses effectively keep track of their employee attendance and manage their projects.

Regardless of size or type of business, any company can utilize i-Timesheet.com to manage time attendance of employees working on or off site. Its flexible design enables implementation in a corporate environment with multi-level hierarchy as well as in a small business with simple project management needs.

For more detailed information, please visit www.i-timesheet.com.

iiIntranet

iiIntranet is a web-based Business to Employee and Employee to Employee communication tool developed by Infosys International Inc. It provides a modern, flexible and fun to use way for business leaders to communicate with their employees, and for employees to communicate with each other.

The foundation of iiIntranet is a web-based repository of company policies, procedures and communication tools and contact lists that is easy to update and is readily available to all employees. In addition, iiIntranet has features for employees to provide feedback and questions



to the company's executive team and human resource professionals. It also provides capabilities for posting broadcast announcements, short training topics, and personal interest stories. It can be linked to the company's corporate web site and email system and other information repositories and communication resources.

iiIntranet is offered as both a hosted application (for small companies) or as licensed software implemented at a company's site. Infosys International is prepared to provide implementation services and ongoing maintenance services to support the quick and trouble-free set-up and use of the system at reasonable cost.

Based on our iiIntranet platform, the first Shared Government Services platform was implemented by Infosys International at Great Neck Peninsula connecting 9 villages, school, police, fire and library districts on a single platform sharing all public information, emergency notifications, and project and cooperative purchasing at Intranet level by elected officials. www.greatnetny.net

For more information please visit www.iiintranet.com.

BluePearl

BluePearl is a comprehensive Customer Relationship Management (CRM) solution for non-profit organizations that enables maintenance of detailed information about donors, referrals, community members and all other participants and the history of their relations with the organization. Through its sophisticated search functionalities, it enables targeted communication for promotion of events and services.

Customers

Our approach to the delivery of information systems is based on a partnership with client firms. We focus on operational requirements, economic considerations and scheduling constraints. This approach, coupled with our experience and expertise in all areas of Information Technology, provides our clients with a "total solution".

Our clients include the Fortune 500, public and private industries as well as government and not-for-profit organizations.

Here is a partial list of our clients:



Nassau County
Department of Information Technology
Proposal for Supplemental Staffing
RFP# IT0118-1501



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Air National Guard	Long Island Railroad
American Management Sys.	Lockheed Martin
Accenture	Nassau County DSS
Andrews Air Force Base	New York MTA
Astoria Federal Savings	New York Board of Social Services
Avis Rent A Car	NYC Board of Education
Berman Blake Associates	Pencam Systems Inc.
Brookhaven National Lab.	PeopleSoft
Defense Logistic Agency	Randolph Air Force Base
Deloitte and Touche	Suffolk County
Deutsche Bank	Svenska Handelsbanken
Ernst & Young	Unileys Corporation
Hospital Corporation of NY	US Army
Hewlett Packard	US Department of Energy
IBM Corporation	US Navy
Kirlin Securities	Women's Sports Foundation

B. Indicate number of years in business.

29 Years

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

Please refer to the detailed company information provided earlier in Section A and annexure I. Our Proposal package also includes a CD that covers information about Infosys International.

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.

MTA

Naseem Din
2 Broadway, New York NY
(646) 252-1387



Nassau County
Department of Information Technology
Proposal for Supplemental Staffing
RFP# IT0116-1501



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Suffolk County

Scott Mastellon
Assistant Deputy Commissioner
Suffolk County Police Department
30 Yaphank Ave
Yaphank, NY 11980
(631) 825-6067

SUNY Maritime

Michael Mastromarino
Dept. of Information Technology
SUNY Maritime College
6 Pennyfield Avenue
Throggs Neck, NY 10465

(718) 409-5380

Nassau County Police Department

Joseph V. Danenza
Assistant Director of Police Information Systems
Information Technology Unit
1194 Prospect Avenue
Westbury, NY 11590

(516) 573 8660

jdanza@pdcn.org

Women's Sports Foundation

Steve Collins – IT Manager
Eisenhower Park, East Meadow, NY 11554
516-542-4700 ext. 121
scollins@WomensSportsFoundation.org



Nassau County
Department of Information Technology
Proposal for Supplemental Staffing
RFP# IT0116-1501



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Nassau County Regional Off-Track Betting

Carol Chapman

220 Fulton Avenue, Hempstead, NY 11550

(516) 572-2800 Ext. 152

cchapman@nassauotb.com

Nassau County Health and Human Services

Nancy Stanton – Deputy Commissioner

60 Charles Lindbergh Blvd., Uniondale, NY 11553-3656

(516) 227-8383



Nassau County
Department of Information Technology
Proposal for Supplemental Staffing
RFP# IT0116-1501



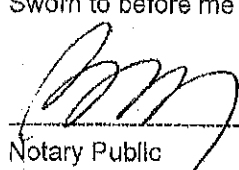
INFOSYS
INTERNATIONAL
A Results Oriented Company

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, Rajendra B. Mehta, 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 26th day of March 2015


Notary Public

Infosys International Inc.

Name of submitting business

Raj Mehta

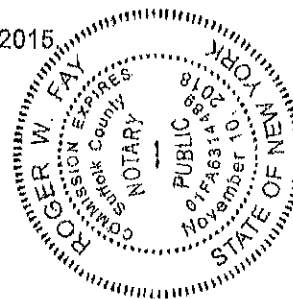
Print name


Signature

Chairman & CEO

Title

03 / 26 / 15
Date





APPENDIX D: PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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 NONRESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

1. Principal Name: Raj Mehta

SSN: 212-92-4614

Date of birth: 05/06/1955

Home address: 321 Stonytown Road

City/state/zip: Manhasset, NY 11030

Business address: 110 Terminal Drive

City/state/zip: Plainview, NY 11803

Telephone: 516-576-9494 Ext.3300

Other present address(es): None

City/state/zip: None

Telephone: None

List of other addresses and telephone numbers attached

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

President ____/____/____ **Treasurer** ____/____/____

Chairman of Board **May 1990** **Shareholder** **May 1990**

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. Own 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? 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 notfor-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details. Infosys Temp Services Inc. and RBM Tech Center Inc.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or notforprofit 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 contracte 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 prequalification 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 ☒ 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.

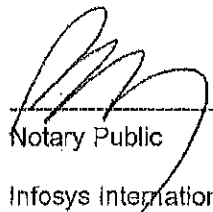


CERTIFICATION

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I, RAJ MEHTA, 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 March, 2015.



Notary Public

Infosys International Inc.

Name of submitting business

Raj Mehta

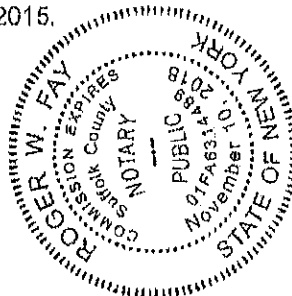
Print name


Signature

Chairman & CEO

Title

03, 26, 15
Date



COUNTY OF NASSAU

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

1. Name of the Entity: INFOSYS INTERNATIONAL INC.
Address: 110 TERMINAL DR
City, State and Zip Code: PLAINVIEW, NY 11803
2. Entity's Vendor Identification Number: 11-3013325
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):

① RAJ MEHTA, CEO
321 STONYTOWN RD
MANHASSET, NY 11030

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

① RAJ MEHTA (100%)
321 STONYTOWN RD

MANHASSET, NY 11030

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.

① RBM TECH CENTER INC.

321 STONY TOWN RD

MANHASSET, NY 11030

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

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

— N/A —

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

— N/A —

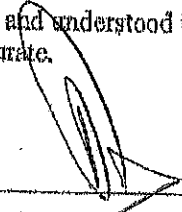
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

— N/A —

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

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

Dated: 6/10/15

Signed: 

Print Name: RAJ MEHTA

Title: CEO

Page 4 of 4;

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but 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 ID#: CPEW010000003-07

E-259-16

 Department: Parks, Rec. & Museums

Contract Details

SERVICE: Museums at Mitchell D/B/A
Cradle of Aviation-upon execution by
County and terminate on 12/31/2031 with
one 5 year period renewal upon approval
by County Executive

NIFS ID #: CIPK/16000007 NIFS Entry Date: 11/16/16 Term:

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
RES#		

Agency Information

Vendor	
Name: Museums at Mitchell	Vendor ID# 113558761-01
Address One Davis Avenue Garden City, NY 11530	Contact Person: Andrew Parton
REG: Museums at Mitchell Email: aparton@cradleofaviation.org	Phone 516-572-4038 Fax: 516-572-4079

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 11/17/16

Frank Camerlengo, Dep. Comm.

Date 11/17/16

Eileen Krieb, CSR

Date 11/17/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
<u>11/17/16</u>	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	
<u>11/17/16</u>	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>11/17/16</u>	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	
<u>11/17/16</u>	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<u>11/17/16</u>	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
<u>11/17/16</u>	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	<u>11/17/16</u>	<i>[Signature]</i>	

RECEIVED
 CLERK OF THE LEGAL ATTORNEY
 11-17-16



Contract Summary

Description: Museums at Mitchell D/B/A Cradle of Aviation desires to change some certain terms and conditions of the original contract (2001) and amendment (2006) where the existing contract expires in 2031.

Purpose: The Museum at Mitchell d/b/a/ Cradle of Aviation (CAM) requested the updating of their 2001 agreement to reflect changes over the past 15 years where their name has changed, the IMAX theatre was removed, other entities referred to in the agreement are nonexistent and to clarify some of the responsibilities of the County and CAM

Method of Procurement: N/A

Procurement History: N/A

Description of General Provisions:

The Museum at Mitchell d/b/a/ Cradle of Aviation (CAM) requested the updating of their 2001 agreement to reflect changes over the past 15 years where their name has changed, the IMAX theatre was removed, other entities referred to in the agreement are nonexistent and to clarify some of the responsibilities of the County and CAM

Impact on Funding / Price Analysis: N/A

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	
Resp:	PK 1100
Object:	DE 500
Transaction:	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$.01
County	\$
Federal	\$
State	\$
Capital	\$
Other GRANT	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
07	PK GEN 1100 DE 500	\$.01
2		\$
3	<i>G. D'Amato 11/17/16</i>	\$
4		\$
5		\$
6		\$
TOTAL		\$.01

Document Prepared By: L. Rosenthal

Date: 11/15/16

NIFS Certification	Comptroller Certification	County Executive Approval
--------------------	---------------------------	---------------------------

Alta
11/23/16

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS,
RECREATION AND MUSEUMS AND THE MUSEUMS AT MITCHEL
D/B/A CRADLE OF AVIATION MUSEUM

WHEREAS, the County has negotiated an amendment to a
memorandum of operational services agreement with the Museums at
Mitchel D/B/A Cradle of Aviation Museum, changing the term of the
agreement and clarifying other terms of the agreement, 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
with the Museums at Mitchel D/B/A Cradle of Aviation Museum.



Nassau County Interim Finance Authority

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

1. Vendor: Museums at Mitchell (Cradle of Aviation "CAM")

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: thru 12/31/31

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Amendment to existing contract term unchanged from original contract

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:

The Museum at Mitchell d/b/a/ Cradle of Aviation (CAM) requested the updating of their 2001 agreement to reflect changes over the past 15 years where their name has changed, the IMAX theatre was removed, other entities referred to in the agreement are nonexistent and to clarify some of the responsibilities of the County and CAM

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:

CQPK16000016-\$600,000.00 - 2/1/16-12/31/16 (grant contract)

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.

Roseanne Bell
Signature

Title

11/17/16
Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature

Title

Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature

Title

Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

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

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

CONTRACTOR NAME: Museums at Mitchell (Cradle of Aviation "CAM")

CONTRACTOR ADDRESS: 1 Davis Avenue, Garden City, NY 11530

FEDERAL TAX ID #: 113558761-01

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 Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website, 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. X This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County in 2001 and amended in 2006. 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 N/A

[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. 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: 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

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
3

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: 11/4/16

Vendor: MUSKUS AT MITCHELL

Signed: [Signature]

Print Name: ANDREW PAXTON

Title: Executive Director

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 TIM MILLER
Date of birth 4/7/61
Home address 14 W. MALL DRIVE
City/state/zip HUNTINGTON, NY 11743
Business address WELSBACH ELECTRIC, 111-01 14 Ave, Es
City/state/zip College Point, NY 11356
Telephone 718-670-7873
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 7/1/16
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 X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ 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 ☒ 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 MILVER, 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 4th day of November 2016

Filomena Eberhardt
Notary Public

FILOMENA EBERHARDT
Notary Public, State of New York
No. 01EB6128285
Qualified in Nassau County
Commission Expires 06/06/17

MVSOUND AT MITCHEL
Name of submitting business

TIMOTHY MILVER
Print name

[Signature]
Signature

TREASURER
Title

11 / 4 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name MICHAEL STROMER
Date of birth 03 / 19 / 77
Home address 2618 Clovermere Rd
City/state/zip Oceanside, NY 11572
Business address JETBLUE, 27-01 QUEENS PLAZA NORTH
City/state/zip LONG ISLAND CITY, NY 11101
Telephone 718-709-3519
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) VICE CHAIR OF BOARD 7/1/16

3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ 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.)
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 - b) Is there any misdemeanor charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
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 - 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 ☒ 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.
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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

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I, MICHAEL STROMER, 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 4th day of November 2016

Filomena Eberhardt
Notary Public

FILOMENA EBERHARDT
Notary Public, State of New York
No. 01EB6128285
Qualified in Nassau County
Commission Expires 06/06/17

MUSEUM AT MITCHEL
Name of submitting business

MICHAEL STROMER
Print name

[Signature]
Signature

VICE CHAIR OF BOARD
Title

11 / 4 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name MARC MACDONELL
Date of birth 01/10/1954
Home address 125 Svedeen Ave
City/state/zip Bayport N.Y. 11705
Business address Ausio, 425 Smith St.
City/state/zip FARMINGDALE, NY 11735
Telephone 516-944-9862
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 7/1/16 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 X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ 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.
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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:
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 - 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.
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- 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 ☒ 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

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I, MARC MacDONELL, 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 4th day of November 2016

Filomena Eberhardt
Notary Public

FILOMENA EBERHARDT
Notary Public, State of New York
No. 01EB6128285
Qualified in Nassau County
Commission Expires 06/06/17

Muszund at Mitchel
Name of submitting business

MARC MacDONELL
Print name

[Signature]
Signature

CHAIR BOARD OF TRUSTEES
Title

11 / 4 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name ANDREW PARTON
Date of birth 1 / 2 / 58
Home address 1750 CORNELIUS AVE
City/state/zip WANTAH NY 11793
Business address 1 DAVIS AVE
City/state/zip GARSON CITY, NY 11530
Telephone 516-572-4038
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 7 / 1 / 07 Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ ____/____/____
(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 ____ 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 ☒
 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?
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 - 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.
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 - 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.
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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.

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I, Andrew Parton, 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 4th day of November 2016

Filomena Eberhardt
Notary Public

FILOMENA EBERHARDT
Notary Public, State of New York
No. 01EB6128285
Qualified in Nassau County
Commission Expires 06/06/17

MUSEUMS AT MITZTEL
Name of submitting business

ANDREW PARTON
Print name

[Signature]
Signature
EXECUTIVE DIRECTOR
Title

11 / 4 / 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: 11/4/16

1) Proposer's Legal Name: MUSEUMS AT MITTEL

2) Address of Place of Business: 1 DAVIS AVE., GARDEN CITY, NY 11530

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-572-4038

Does the business own or rent its facilities? COUNTY OWNED FACILITIES

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 113558761

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) NFP MUSEUM 501C3

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.

MUSEUM BOARD HAS ADOPTED A CONFLICT OF INTEREST
POLICY WHICH SHOULD INSURE THAT FUTURE CONFLICTS
WILL NOT OCCUR

- 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; 2002
- 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; 20 PER
- vi) Annual revenue of firm; 3.7MM
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 14

- 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 WESTBURY SCHOOL DISTRICT

Contact Person BRUMSIC BRANDON

Address 1 Post Rd

City/State WESTBURY NY 11568

Telephone 516-874-1197

Fax # _____

E-Mail Address B.BRANDON@westbury-schools.org

Company NASSAU COMMUNITY COLLEGE
Contact Person MARILYN MONROE
Address ONE EDUCATION DR
City/State GARDEN CITY NY 11530
Telephone 516-572-7205
Fax # _____
E-Mail Address marilyn.monroe@ncc.edu

Company BROOKHAVEN NATURAL LAB
Contact Person KEN WHITE
Address BUILDING 438 PO BOX 5000
City/State UPTON, NY 11973
Telephone 631-344-7171
Fax # _____
E-Mail Address Kwhite@BNL.gov

ANDREW PARTON
1750 Cornelius Ave
Wantagh, New York 11793

Phone: (516) 826-2378

Cell: 917-913-5350

Email: partonbb@aol.com

SUMMARY

Skilled executive with an excellent track record in management, marketing and communications. Recognized as a creative problem solver with a focus on bottom line results.

PROFESSIONAL EXPERIENCE

Cradle of Aviation Museum and Education Center— Garden City, New York

2005-Present

The Cradle of Aviation Museum is a not-for-profit museum dedicated to the aviation history of Long Island. The 150,000 square foot facility houses over 75 air and space craft in eight museum galleries, an IMAX movie theatre, planetarium, museum store, café and catering facilities.

Executive Director – 2008 - Present

Acting Director – 2007 - 2008

Vice President – Director of Marketing – 2005 - 2007

Responsible for all operations of the museum and IMAX Theater and Planetarium. Total staff complement of 25 FTEs, 27 PTE and 200 volunteers. 6 Direct Reports in the areas of Museum Programs, Guest Operations, Guest Services, Administration and Finance, External Affairs and Marketing.

- Reports to Board of Trustees.
- Developed a comprehensive marketing campaign geared towards increasing attendance and overall awareness for the institution. Attendance has increased 17% in the first year.
- Created the Junior Jet Club, a new interactive area for pre-schoolers to help attract a new audience segment.
- Successfully rolled out new IMAX films: "NASCAR," Tom Hank's "Magnificent Desolation, Walking on the Moon," Disney's Aliens of the Deep, Disney's Roving Mars, "Coral Reef Adventure" and "Hurricane on the Bayou". Rollouts involved advertising, direct marketing, sales promotions and cross-promotional campaigns with NASCAR Corporate, Riverhead Aquarium and the LI Radio Group. Campaigns have increased IMAX ticket sales by 18%.
- An aggressive public relations campaign has increased overall awareness for the museum. Major successes include: NASA Space Shuttle Launch and Landing events, Salute to Long Island veterans for VE and VJ Day, public appearances of astronauts: Buzz Aldrin, Wally Schirra and Scott Carpenter, new exhibit openings and an extensive series of family programs.
- Created new revenue streams for museum through partnerships with other non-profit organizations as well as for profit promoters which has generated an additional \$150K in annual revenue. Programs include: Festival of Trees with UCPN, Chocolate Expo, Hops & Props and Tattoo World
- Developed job descriptions, performance appraisals and goals for all employees. Provided staff accountability for the first time.

- Successfully revamped the fund raising process at the museum increasing revenue earned through the annual Air & Space Gala as well as through the creation of a grant team which has generated \$1.1 MM in new grants.
- In conjunction with the Westbury School District worked to create the S.T.E.M. Magnet Academy at the Cradle of Aviation Museum for high school 9th and 10th graders. This special partnership has created a unique learning environment which uses the entire museum as part of their daily learning experience in physics, math and science. The program has a cohort of 100 students who spend half of every school day taking classes at the museum. The program is now in its 8th year.
- Created a STEM Business Partnerships program with 25 local aerospace and technology companies to provide the students with company tours, job shadowing and internship opportunities.
- Built a new program called STEM (Science, Technology, Engineering, Math) Partnerships focusing on elementary education which incorporates the museum's exhibits and educational programs into a school districts curriculum. Currently ten school districts are involved in the program. The program involves multiple museum visits plus museum outreach to the schools.

Marketing Consultant – Wantagh, New York

2004-2005

Served as a consultant on a project basis for several not-for-profit organizations. Generating ideas and new programs to assist them in meeting their needs.

- Worked with the Major League Baseball Players Alumni Association to develop a new awards program, "The Heart & Hustle Award" which is given to current major leaguers from each team that epitomize the attributes of the great players from the past. Program generates much needed publicity for the association in thirty major markets as well as serving as a major component of their fund raising activities.
- Developed a series of fund raising ideas for Bat for the Cure, a charity devoted to raising funds to cure prostate cancer. Ideas included their "Legends for Life" advisory board of players and celebrities who have successfully recovered from prostate cancer as well as golf events and other fund raising activities.

JPMorgan Chase Bank – New York, New York

1985-2004

JPMorgan Chase is a global financial services company serving consumers, small businesses, middle market and large corporations throughout the world.

Vice President-Director of Marketing and Sales Support- Commercial Banking Division

Responsible for all marketing and new business development programs in support of the Commercial Banking Divisions 30 regional offices and 400 sales people.

- Reported to Executive Vice President and Group Executive of Commercial Banking. Managed 5 direct reports: Vice President of Advertising, Vice President of Direct Marketing, Vice President of Sales Programs, Vice President of Communications and Vice President of Event Marketing with a total staff complement of 25 and a marketing budget of \$5 million.
- Created the marketing function within the Commercial Banking Division bringing traditional marketing tactics to the business-to-business sales efforts for the first time.
- Designed and directed marketing and sales programs for the sales force providing a consistent and cohesive sales focus

- Managed an integrated marketing approach encompassing: Advertising, Direct Mail, Sales Promotion, Sports Marketing, Telemarketing, Database Marketing, Event Marketing and Internal and External Communications.
- Developed and implemented regional and team calling strategies which involved active consultation with individual members of the sales force, new business opportunity identification and rollout of calling strategies.
- Created and directed the business-to-business telemarketing sales efforts to provide greater calling efficiency. Programs helped increase appointments for the sales force by 25%.
- Developed a series of promotional campaigns, which increased the rate of qualified appointments for the sales force. Programs have led to a #1 ranking for the sales force in market coverage year after year. Programs have also helped in closing an average of 20-30 pieces of new business each year.
- Managed a highly successful Sports Marketing program used in B2B marketing programs for client retention, new business development and cross-sell initiatives.
- Directed all sponsorship programs including: the New York Mets, New York Yankees, New York Giants, New York Jets, New York Islanders, New Jersey Devils, Buffalo Sabres, New Jersey Nets, St. John's University Basketball, Minor League Baseball, ECAC Holiday Basketball Tournament and the National Baseball Hall of Fame. Management included negotiations, program development and implementation.
- Successfully created Chase Alumni Team programs with the Mets, Jets, Islanders and Sabres. Programs include: Advertising, Sales Promotion and Client and Prospect Entertainment. Programs strengthened client relationships and assisted in developing new business.
- Responsible for new product rollouts. Worked extensively with many different product areas to insure the successful launch and implementation of product sales campaigns. Involved internal and external rollout, sales training and management reporting.
- Managed all internal and external sales meetings, seminars and client entertainment events for the organization working with all levels of management.

Vice President – Director of Marketing – JPMorgan Chase – 2000-2004

- Reported to Executive Vice President – Commercial Banking Division.
- Managed seamless process of integration of all marketing and communication projects through the merger of JPMorgan and Chase.
- Worked on the successful rollout of bank's website to the commercial customer base which included extensive internal training and communications.
- Created launches for new products for the commercial customer base including new 401Ks and Chase Insurance Services.
- Formed a successful internal alliance with Chase's Auto Finance Group to cross-leverage products and resources of both groups to assist in deepening the relationships of the auto dealer customer base.

Vice President – Director of Marketing – Chase Bank – 1996-2000

Middle Market Banking Group

Vice President – Director of Marketing - Chemical Bank – 1991-1996

Middle Market Banking Group

Vice President – Director of Marketing – Chemical Bank – 1986 – 1991

Commercial Sector of the Regional Bank

Assistant Vice President – Marketing Manager – Chemical Bank -1986

Commercial Sector of the Regional Bank

Assistant Vice President – Marketing Manager – Chemical Bank -1985-1986

National Expansion Group

EDUCATION

St. John's University, New York
MBA – Marketing Management
St. John's University, New York
BS – Communications Arts and Sciences

BOARDS/ASSOCIATIONS

Board Member – Major League Baseball Players Alumni Marketing
Board Member – Northrop Grumman/Grumman Retiree Club

COUNTY OF NASSAU

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

1. Name of the Entity: MUSEUMS AT MITCHEL

Address: 104VIS AVE

City, State and Zip Code: GARDEN CITY, NY 11530

2. Entity's Vendor Identification Number: 113558761

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp SOLICITORS MUSEUM 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):

ANDREW PARTON, EXEC. DIR., 1750 CORNELIUS AVE, WATVILL, NY 11793

MARC MCDONELL, BD CHAIR,

MICHAEL SZOBER, VICE CHAIR,

TIM MILLER, TREASURER

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: 11/4/16

Signed: 

Print Name: Andrew Park

Title: Executive Director

Page 4 of 4

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

AMENDMENT TO MEMORANDUM OF OPERATIONAL AGREEMENT

This AMENDMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment") made and entered as of the date on which this Amendment is last executed by the parties hereto, between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as the "County"), acting for and on behalf of the **Nassau County Department of Parks, Recreation and Museums**, having its principal office at Eisenhower Park, Hempstead Turnpike, East Meadow, New York 11554 (hereinafter referred to as "Parks") and (ii) **Museums at Mitchel D/B/A Cradle of Aviation Museum**, a New York Corporation., having it's principal office at Davis Avenue, Mitchel Field, Garden City, new York 11530 (hereinafter referred to as "CAM").

WITNESSETH:

WHEREAS, pursuant to a Memorandum of Operational Agreement, dated June 21, 2001 between the County and CAM (the "MOA") and amended by an Amendment and Interim Agreement (the "Interim Amendment") dated April 26, 2006, CAM was granted a license and operational agreement for CAM to use the grounds and property known as the Mitchel North site, together with the buildings and improvements thereon, which license is more fully described in the MOA attached hereto; and

WHEREAS, the County and CAM desire to change certain terms and conditions of the MOA and/or the Interim Amendment; and

WHEREAS, Museums at Mitchel is now to be referred to as "Museums at Mitchel D/B/A as Cradle of Aviation Museum ("CAM")"; and

WHEREAS, the parties agree that the changes to the terms and conditions of the MOA and/or Amendment are in the best interest of the County and Cam in order to enable CAM to continue to serve the interests of the residents of the County and general public;

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

1. Term. This Amendment shall commence shall commence upon the execution in full by the County and terminate December 31, 2031, subject to an earlier termination pursuant to the terms of the agreement. This agreement may be renewed for one (1) five (5) year period, upon the approval of the County Executive.

2. Licensee Name. Museums at Mitchel (formerly Nassau heritage) is now to be referred to as "Museums at Mitchel D/B/A as Cradle of Aviation Museum ("CAM")."

3. IMAX Dome Theater. The IMAX Dome Theater will now be referred to as the "Giant Screen Dome Theater."

4. Section 1.4 of the MOA (Term, Rent, and Renewal) shall be deleted.

5. Article II – Site. All references and obligations respecting the Long Island Museum of Science and Technology, Aerospace Adventure facility, and Mercy Medical Center shall be deleted.

6. Operational Responsibility. In Section 4.1 the following language shall be deleted: “Nassau Heritage shall seek to obtain within five years, accreditation from the American Association of Museums.”

In Section 4.1(a), remove the language “Aerospace Adventure Program.”

7. Mitchel North Site Maintenance. Section 6.2 shall be deleted and replaced in full with the following:

(a) County shall be responsible for the removal of snow and ice from parking fields and roads, sidewalks and steps.

(b) CAM shall be responsible for the maintenance of sewage and water lines including pump/clean grease traps in food preparation areas and disposal of garbage and waste materials.

(c) County shall be responsible for the repair of any exterior structural items such as drainage, fixtures, fences, and exterior lighting. County shall also be responsible for all interior structural repairs in excess of ten thousand dollars (\$10,000.00).

(d) County shall be responsible for the maintenance and care of the landscaping and grounds on the site.

8. Building Maintenance. In Section 7.2, the following language shall be deleted: “shall reimburse the County for all calls out of the New York Area.

Section 7.3 shall be deleted in its entirety.

9. Capital Improvements Fund. Article XI shall be deleted in its entirety.

10. Reimbursement. Article XV shall be deleted in its entirety.


11. Language Construction. In the event of any conflict or inconsistency between this Amendment and the terms and conditions in the MOA and or in the Interim Agreement, the language in this Agreement shall control

12. Full Force and Effect. All the terms and conditions of the MOA and the Amendment not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

Museums at Mitchel D/B/A Cradle of Aviation Museum

By: 
Name: ANDREW PARTON
Title: EXECUTIVE DIRECTOR
Date: 11/4/10

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 4th day of NOVEMBER in the year 2016 before me personally came ANDREW PARTON 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 EXECUTIVE DIRECTOR of MUSEUMS AT MITCHEL, 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.

Fiomene Eberhardt
NOTARY PUBLIC

FILOMENA EBERHARDT
Notary Public, State of New York
No. 01EB6128285
Qualified in Nassau County
Commission Expires 06/06/17

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:

ANDREW PARTON (Name)
CRADLE OF AVIATION, 1 DAVIS AVE, GARDEN CITY, NY (Address)
516-572-4038 (Telephone Number)

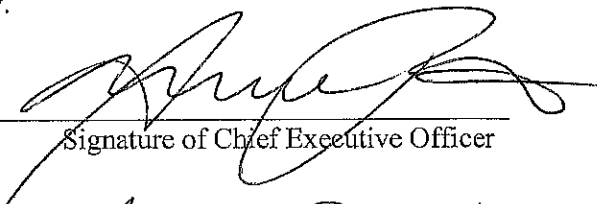
2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a 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 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.


11/4/16
Dated


Signature of Chief Executive Officer

ANDREW PARTON
Name of Chief Executive Officer

Sworn to before me this

4th day of November, 2016.


Notary Public

FILOMENA EBERHARDT
Notary Public, State of New York
No. 01EB6128285
Qualified in Nassau County
Commission Expires 06/06/17

**MEMORANDUM OF
OPERATIONAL AGREEMENT**

between

COUNTY OF NASSAU

and

NASSAU HERITAGE

INDEX

ARTICLE	DESCRIPTION	
I	TERM, RENT, AND RENEWAL	4
II	DEMISED SITE	4
III	TAXATION.....	5
IV	OPERATING RESPONSIBILITY.....	6
V	ALTERATIONS, ADDITIONS, IMPROVEMENTS.....	8
VI	MITCHEL NORTH SITE MAINTENANCE.....	8
VII	BUILDING MAINTENANCE.....	9
VIII	SECURITY.....	10
IX	CAPITAL DEVELOPMENT.....	10
X	CAPITAL IMPROVEMENTS.....	10
XI	CAPITAL IMPROVEMENTS FUND.....	11
XII	INVENTORY.....	12
XIII	SPONSORSHIPS.....	12
XIV	MUSEUM AS DEPOSITORY.....	13
XV	REIMBURSEMENT	14
XVI	FOOD SERVICE.....	14
XVII	SALE OF MERCHANDISE.....	16
XVIII	ADMISSIONS AND USE FEES.....	16
XIX	ASSOCIATE ORGANIZATIONS OPERATIONAL AGREEMENTS.....	16
XX	INSURANCE, DAMAGES AND LOSS.....	17
XXI	FISCAL ACCOUNTABILITY.....	19
XXII	ASSIGNMENTS AND TRANSFERS OF INTEREST.....	19
XXIII	TERMINATION OR DEFAULT.....	20
XXIV	MISCELLANEOUS PROVISIONS.....	21
ATTACHMENT A	SITE MAP	
ATTACHMENT B	LONG ISLAND CHILDREN'S MUSEUM SITE	
ATTACHMENT C	MERCY MEDICAL CENTER SITE	

This agreement made the 21 day of June, 2001 by and between the COUNTY of Nassau, a municipal corporation of the State of New York having its principal office at 1 West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY" acting for and on the behalf of The Department of Recreation, Parks and Support Services (hereinafter referred to as "DEPARTMENT") and NASSAU HERITAGE, an educational corporation having its principal office at Davis Avenue, Mitchel Field, Garden City, New York, 11530 (hereinafter referred to as "NASSAU HERITAGE."

W I T N E S S E T H

WHEREAS, COUNTY has expressed a strong commitment to provide historical, cultural, educational, and recreational facilities and programs for its citizens; and

WHEREAS, COUNTY is the owner of the Mitchel North site at Garden City and desires to create and make available to its citizens an educational and entertainment complex of museum facilities including the Cradle of Aviation Museum, a Visitor Center and IMAX Dome Theater, Nassau County Firefighters Museum and Safety Center, Long Island Children's Museum, and other future facilities comprising the Museums at Mitchel, and

WHEREAS, NASSAU HERITAGE has been provisionally chartered by the New York State Board of Regents as an educational corporation to establish, construct, maintain, and operate cultural, museum, recreational and educational facilities by agreement with the COUNTY, and

WHEREAS, NASSAU HERITAGE has the professional leadership and qualifications to encourage, solicit, and provide citizen support to plan, construct, maintain, and operate educational facilities, and

WHEREAS, it is deemed to be in the best interests and general welfare of COUNTY to enter into an operational agreement with NASSAU HERITAGE for the purposes herein stated:

NOW, THEREFORE, for and in consideration of the conditions, covenants and agreements herein provided, COUNTY and NASSAU HERITAGE do hereby enter into a license and operational agreement and COUNTY does hereby grant to NASSAU HERITAGE a license to use the grounds and property known as the Mitchel North site, together with the buildings and improvements thereon, said site being as reflected on the site plan annexed hereto as Attachment A, and NASSAU HERITAGE does hereby accept and take the demised site for the period of time specified herein, and COUNTY and NASSAU HERITAGE do hereby mutually covenant and agree to and with each other as provided hereafter:

Article I

TERM, RENT, AND RENEWAL

Section 1.1 The term of this operational agreement shall be for a period of fifteen (15) years, commencing on July 1, 2001, and terminating on July 1, 2016, unless sooner terminated in accordance with the provisions of this license agreement.

Section 1.2 Rent. In consideration of the recreational, educational, charitable and public purposes of NASSAU HERITAGE, and NASSAU HERITAGE serving the public interest by operating and maintaining museums upon the Site, and in consideration of the benefit to COUNTY for the operation of this facility and for the special admission rates offered as mentioned in Article 18.1, the amount of rent to be collected from NASSAU HERITAGE as a rental fee shall be reduced to zero.

Section 1.3 Renewal. Provided NASSAU HERITAGE is not in default hereunder, NASSAU HERITAGE shall have the right to renew this license for a term of five years at the end of the original term, upon the same terms and conditions as set forth herein. Such renewal shall be automatic unless NASSAU HERITAGE notifies COUNTY in writing of its intention not to renew at least ninety (90) days prior to the termination date set forth in 1.1.

Section 1.4 License Fee. In consideration of COUNTY capital investment and NASSAU HERITAGE'S initial start up and capital investments for operations and development of the Mitchel North site, in addition to NASSAU HERITAGE'S other obligations hereunder, a license fee shall be payable by NASSAU HERITAGE to the COUNTY. The amount due shall be calculated and payable four (4) months after the end of each calendar year and shall be calculated as follows: from January 1, 2005 through 2011, The COUNTY shall receive one half of one (0.50) per cent of the gross revenues from admissions, concessions and special events income from Cradle of Aviation Museum, IMAX Dome Theater and Visitor Center. Beginning in the year 2012 the COUNTY shall receive three (3) per cent for the remaining years of the license and any options to extend it.

Article II

SITE

Section 2.1 The site licensed to NASSAU HERITAGE on an exclusive use basis shall include the area known as Mitchel North including the Cradle of Aviation Museum, Visitor Center and IMAX Dome Theater and future planned buildings including Nunley's Carousel, Nassau County Firefighters Museum and Safety Center, The Long Island Museum of Science and Technology and Aerospace Adventure facility;

and such other structures on the immediate adjacent and surrounding grounds as reflected on the site map hereto as Attachment A subject, however, to the County's prior approval of an operating agreement with any such entity; and the Preparation Annex Building on Mitchel Park grounds; with the exception of the building parcels leased to Mercy Medical Center and the Long Island Children's Museum. This use is subject to occasional use by COUNTY or DEPARTMENT of the Mitchel North site upon reasonable notice to and approval by NASSAU HERITAGE. Such approval cannot be unreasonably denied or withheld and COUNTY shall be responsible for all costs directly related to each incidence of such occasional use.

Section 2.2 COUNTY has executed a building leasehold to the Long Island Children's Museum for a parcel as designated on the attached site map, Attachment B. In accordance with Section 11.06 of such lease dated February 12, 1998, the Long Island Children's Museum shall execute an operational agreement with the COUNTY assignee, which in accordance with this license shall be NASSAU HERITAGE. DEPARTMENT shall approve such agreement.

Section 2.3 The COUNTY retains the right to allow other associate organizations building leaseholds and shall in such agreements or leases require the organizations to execute operational agreements with NASSAU HERITAGE.

Section 2.4 The COUNTY from time to time by action of the COUNTY EXECUTIVE and COUNTY LEGISLATURE may also designate future land and building additions providing museum services at the Mitchel North site of the Department of Recreation, Parks and Support Services to be included under this license agreement with the approval of NASSAU HERITAGE. Such site additions shall be added by amendment of this agreement designating such site and attachment of site maps for such site. All conditions of this license shall apply to such additional sites.

Section 2.5 The COUNTY by a Lease Amendment Agreement dated April 13, 1994, has provided a ground lease for a parcel on Mitchel North site to Mercy Medical Center until March 31, 2014, as described in Attachment C. The COUNTY agrees not to extend the terms of such lease and said parcel shall be part of the NASSAU HERITAGE site upon termination of the lease either at its conclusion or at such time the lease is prematurely terminated.

Article III

TAXATION

Section 3.1 COUNTY represents and guarantees that the demised site, which shall continue to serve a public purpose, shall be free of taxation by COUNTY and its political subdivisions.

Article IV

OPERATIONAL RESPONSIBILITY

Section 4.1 NASSAU HERITAGE shall have exclusive use and operation of the site, except for building parcel leaseholds of associate organizations, as a museum complex of facilities providing educational, scientific and historical exhibitions, educational programs for children and adults, and special events for the public in accordance with acceptable professional museum standards as delineated in Performance Checklist for Historical Institutions of American Association of State and Local History, 2000. NASSAU HERITAGE shall seek to obtain within five years, accreditation from the American Association of Museums. It shall provide overall administration and management of the Mitchel North site including the following activities and responsibilities:

a) Public service operations and management of Visitor Center, IMAX Dome Theater, Nunleys Carousel, Aerospace Adventure Program and as required in operational agreements between NASSAU HERITAGE and any associate organizations as approved by COUNTY.

(b) Coordinate and schedule public service hours and activities both interior and exterior on the site. Such public services to be in accordance with general practice of similar museum facilities in Nassau County.

(c) Maintain including cleaning and repair of Cradle of Aviation exhibition hall, IMAX Theater and visitor center structures, provided that an action shall be classified as a repair within the responsibility of NASSAU HERITAGE, if the cost of such repair is ten thousand dollars (\$10,000) or less; provided further that an action for which the cost exceeds ten thousand dollars (\$10,000), shall be classified as a capital expenditure within the responsibility of COUNTY if such action has a useful life in excess of three (3) years.

(d) Provide general marketing, advertising, and promotion of the constituent NASSAU HERITAGE and public activities on the site.

(e) Cooperate and coordinate with Nassau Community College and the DEPARTMENT'S Mitchel Athletic Complex public programs, activities and schedules.

(f) Provide adequate and trained personnel to perform the required public services and maintenance. Such personnel shall be employees of NASSAU HERITAGE or sub-contractors. They shall not engage in activities to lead the public to believe they are COUNTY employees and shall have appropriate identification as NASSAU HERITAGE employees.

Section 4.2 NASSAU HERITAGE will establish a council of representatives of all associate organizations at Mitchel Center, the

Friends for Long Island's Heritage, and the general public to advise its trustees and management regarding the NASSAU HERITAGE operations and activities. The COUNTY EXECUTIVE, the COUNTY COMPTROLLER, the Presiding Officer of the COUNTY LEGISLATURE and the Minority Leader of the COUNTY LEGISLATURE may each designate a representative on the Council. COUNTY officials and employees shall not be prohibited from serving on such Council.

Section 4.3 NASSAU HERITAGE shall coordinate activities at the site with the DEPARTMENT and shall invite DEPARTMENT to participate, when appropriate, in public operations and the DEPARTMENT and COUNTY will, when appropriate, include information about NASSAU HERITAGE in its public relations and informational programs. NASSAU HERITAGE shall recognize and credit in its public informational publications COUNTY ownership and sponsorship of the site provided, however that the acknowledgement of such COUNTY sponsorship and ownership shall consist only of the name and symbol of the County of Nassau.

Section 4.4 NASSAU HERITAGE will be responsible for all expenses in the operation and management of this license and shall make such payments as provided in other sections of this agreement from its net operating income after operational expenses. It shall establish policies providing internal controls seeking competitive proposals for goods and services. Expenses related to the following will be considered acceptable operational expenses in accordance with generally accepted accounting principles:

- (a) Salaries, wages, and payroll benefits and costs.
- (b) Materials and supplies including costs of goods sold.
- (c) Equipment.
- (d) Public relations and marketing.
- (e) Subcontracts and services including maintenance, repair, visitor, and educational operations.
- (f) Insurance, legal and organizational expense including licenses and taxes.
- (g) Amortization of principal amount of any capital investment or loans by NASSAU HERITAGE pursuant to generally accepted accounting standards for educational corporations.
- (h) Debt service.
- (i) Any and all other operating expenses reasonably required to fulfill NASSAU HERITAGE's obligations under this agreement.

Section 4.5 Simultaneous with this agreement, NASSAU HERITAGE shall enter into a subcontract with IMAX Corporation and assume all rights and obligations as the successor contractee to the

existing contract between the COUNTY and Friends for Long Island's Heritage and IMAX Corporation for the operations of an IMAX Dome Theater. It shall retain the name Leroy R. and Rose W. Grumman Theater.

Article V

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Section 5.1 NASSAU HERITAGE shall have the right to make structural alterations, additions and/or improvements to the various buildings included in this license agreement at its own cost and expense, subject, however, to prior approval of the plans and specifications by COUNTY Department of Public Works and DEPARTMENT, which approval shall not be unreasonably withheld. NASSAU HERITAGE will have such work designed by a licensed New York State Architect and constructed in accordance with all applicable building and safety codes.

Section 5.2 All such alterations, additions and/or improvements shall become the property of COUNTY and shall be subject to the terms and conditions of this license agreement. Such alterations, additions, and improvements shall be considered capital investment by NASSAU HERITAGE and subject to amortization as set forth in Section 4.4.

Section 5.3 Notwithstanding the above, NASSAU HERITAGE shall have the right to dismantle or remove any alteration, addition and/or improvement made to the demised site on condition that the demised site be restored to its original condition subject only to reasonable wear and tear.

Section 5.4 All such alterations, additions and/or improvements must be in compliance with applicable New York State Codes and requirements.

Section 5.5 Notwithstanding any of the above, no exterior architectural changes shall be made at demised site without the prior written approval of the COUNTY EXECUTIVE or his designated representative.

Article VI

MITCHEL NORTH SITE MAINTENANCE

Section 6.1 COUNTY and DEPARTMENT shall maintain and make necessary repairs to all parking fields, access roads, walkways, sewer lines, lines for thermal and chilled water, electrical and gas lines, and maintenance of parking fields and roads, sidewalks and steps on Mitchel North site as designated on Attachment A.

Section 6.2 DEPARTMENT shall assist NASSAU HERITAGE to the extent of its available budget for the following maintenance services. If the DEPARTMENT indicates it is unable to provide such services, NASSAU HERITAGE shall perform or contract for such services and

such costs may be reimbursed and paid from the Capital Improvement Fund as described in Article XI.

(a) Removal of snow and ice from parking fields and roads, sidewalks and steps.

(b) Maintenance of sewage and water lines including pump/clean grease traps in food preparation areas and disposal of garbage and waste materials.

(c) Repair of any exterior structural items such as drainage, fixtures, fencing, exterior lighting, etc.

(d) Maintenance and care of the landscaping and grounds on the site.

Section 6.3 NASSAU HERITAGE shall have the license to erect and install a directional, marketing, and informational signage system relating to museum events and sponsored activities on street lighting poles owned by COUNTY located on Charles Lindbergh Blvd., Earle Ovington Blvd., and Quentin Roosevelt Blvd., on COUNTY roads within the general area designated as "The Hub." NASSAU HERITAGE shall assume all expenses and receive all revenues from such signage system. Other COUNTY agencies shall be offered the option to participate in such signage system.

Article VII

BUILDING MAINTENANCE

Section 7.1 NASSAU HERITAGE, at its own cost and expense, shall provide consistent with the terms set forth in subsection 4.1 (c) of this license agreement all routine maintenance and/or repairs of the interior and exterior structure of the Cradle of Aviation Museum and Visitor Center building and prompt removal of any graffiti on any exterior wall or surface excluding any necessary structural repairs to the structure, roof or drainage systems.

NASSAU HERITAGE shall furnish and provide all services necessary to maintain clean, safe and orderly exterior and interior appearance, and physical conditions.

DEPARTMENT may at its option assist in and provide building maintenance support as available in its annual budget.

Section 7.2 COUNTY shall provide all utilities at the COUNTY'S expense that will be required for operation of the Cradle of Aviation Museum, IMAX Theater and visitor center. NASSAU HERITAGE shall have option to be part of COUNTY telephone system and shall reimburse the COUNTY for all calls out of the New York area.

Section 7.3 Beginning on January 1, 2004, NASSAU HERITAGE shall reimburse the COUNTY for 60% of any building utility costs over the base cost of \$200,000. This base amount shall be increased for each

year thereafter by the annual percentage increase of the utility category of the Consumer Price Index (CPI) for urban consumers.

Article VIII

SECURITY

Section 8.1 NASSAU HERITAGE shall be responsible for the safety and security of the demised site. It shall adequately maintain fire alarm and security systems and establish public safety programs. COUNTY shall accept and monitor NASSAU HERITAGE security and fire alarm signals in the central DEPARTMENT security headquarters and shall coordinate with NASSAU HERITAGE response to such alarms and exterior security coverage for the grounds and exterior of the demised site.

Article IX

CAPITAL DEVELOPMENT

Section 9.1 Capital Development. COUNTY agrees to provide capital funds for the planning and construction of the future building improvements, capital structural repairs to existing or future buildings, and site development as indicted on the demised site master site plan and map in Attachment A and the master plan as prepared by the COUNTY and the Museums at Mitchel Planning Group as such funds are authorized by the COUNTY EXECUTIVE and COUNTY LEGISLATURE in accordance with County law. NASSAU HERITAGE or its assignee shall, by separate contract with COUNTY, provide all future services for planning, design and coordination of the construction of such capital improvements on the site. All design documents and construction contracts for future buildings or site improvements on the site shall be approved or rejected by COUNTY within 45 days of submission by certified or registered mail, return receipt requested to COUNTY by NASSAU HERITAGE and COUNTY shall have the right to subsequently inspect such projects. Such plans shall be deemed to be approved by the COUNTY if no objection by the COUNTY is made in writing to NASSAU HERITAGE. COUNTY shall have right of inspection of such capital projects to insure adherence to approved plans. Under no circumstance will the COUNTY be obligated to provide funding for any plan or projects approved by default under this article.

Article X

CAPITAL IMPROVEMENTS

Section 10.1 NASSAU HERITAGE shall provide to COUNTY in January of each year a schedule for the following year or at other time as requested by COUNTY, within the COUNTY capital funds procedure, of any items that can be reasonably anticipated as necessary capital repair and replacement projects which are the responsibility of COUNTY

pursuant to the terms and conditions of this license agreement, and consistent with COUNTY'S responsibility to maintain the building and grounds in good condition as provided in Subsection 4.1 (c) of this license agreement. It is understood, however, that NASSAU HERITAGE failure to list particular items or projects shall not be deemed a waiver of COUNTY'S responsibilities. NASSAU HERITAGE shall designate on such schedule items to be requested for consideration of funding under the COUNTY'S capital fund budget or which it recommends for funding under the Capital Improvements Fund in accordance with Article XI, Capital Improvements Fund.

Section 10.2 NASSAU HERITAGE shall, in addition to its normal performance requirements for any construction contractors on the demised site, require such contractors to carry for the protection of COUNTY, as its interest may appear, naming NASSAU HERITAGE and COUNTY, as insureds, protective liability and property insurance in an amount not less than three million dollars (\$3,000,000) combined limits. In such policy, COUNTY shall be named jointly with NASSAU HERITAGE as insured, as their interests may appear. For construction contracts under \$100,000, the insurance amount shall be one million dollars (\$1,000,000).

Article XI

CAPITAL IMPROVEMENTS FUND

Section 11.1 A Capital Improvements Fund shall be established by NASSAU HERITAGE and maintained as a separate depository, interest bearing account to be reserved for Capital Improvements of the site or to reimburse NASSAU HERITAGE for services provided as set forth in Section 6.2. The establishment of such fund will create cash reserves to be used by NASSAU HERITAGE to provide for the replacement, renewal, upgrade, and improvement of existing and future COUNTY owned facilities, exhibits, and equipment.

Section 11.2 The Fund shall be constituted by a designation annually of 50% of the annual net income of NASSAU HERITAGE into a separate interest bearing account "Capital Improvement Fund" after such time the NASSAU HERITAGE cash balance, excluding net obligations and special gift or restricted funds, at the end of its fiscal year, has reached a level of \$2,000,000 or one-third of the previous year's total operating expenditures, whichever is the greater amount.

Section 11.3 The Capital Improvements Fund shall be used for general capital improvement, expansion or updating of the site area, buildings and exhibits. NASSAU HERITAGE shall recommend on an annual capital funds submission to the COUNTY, projects to be charged to and paid from the Capital Improvements Fund. Capital Improvements

required due to emergency circumstances may be submitted throughout the year. Requests for such capital improvement projects shall be submitted in writing by NASSAU HERITAGE to the Commissioner of the DEPARTMENT and shall be deemed to be approved by the COUNTY if no objection by the DEPARTMENT is made in writing to NASSAU HERITAGE within forty-five (45) days after submission to DEPARTMENT. NASSAU HERITAGE shall transfer all title and interest in any equipment and capital property acquired through the fund to the COUNTY and it shall be recorded in the facility inventory.

Section 11.4 The provisions of Article X shall be followed by NASSAU HERITAGE in performing such projects and it may charge such costs of contractors and subcontractors to the Capital Improvements Fund.

Section 11.5 NASSAU HERITAGE shall also upon request by the COUNTY EXECUTIVE and approval of the COUNTY LEGISLATURE transfer money from the fund to the COUNTY for COUNTY capital fund debt service payments in an amount not to exceed thirty (30%) percent of the fund balance on an annual basis.

Section 11.6 In the event this agreement expires or is terminated, all funds on hand in the Capital Improvements Fund shall be paid to the COUNTY of Nassau or, at the option of COUNTY, paid over to the Capital Improvements Fund of a successor licensee.

Article XII

INVENTORY

Section 12.1 As part of this license agreement, COUNTY hereby assigns use to NASSAU HERITAGE all original capital equipment, building supplies, furnishings, and exhibition fixtures purchased by COUNTY Capital Funds included in any present or future buildings located or erected on the demised site for their unrestricted use and enjoyment. An inventory of such items, excluding expendable items and items of less than \$1,000 in value, shall be maintained. COUNTY and NASSAU HERITAGE shall not be responsible for replacement or repair of any item contained on such inventory.

Article XIII

SPONSORSHIPS

Section 13.1 NASSAU HERITAGE or its designated agent, is authorized to solicit and accept contributions of funds, property, and services from third parties and use any such revenues to support the exhibition, public services programs, and construction on the site. NASSAU HERITAGE may also collect fees for special recognition, sponsorships, and naming rights for exhibits, programs, or special use areas. All permanent naming rights for building units designated by the

COUNTY prior to this license will be retained and any naming right for future building units constructed with COUNTY capital funds will be subject to approval by COUNTY.

Article XIV

MUSEUM AS DEPOSITORY

Section 4.1 NASSAU HERITAGE shall be the depository for all the Nassau COUNTY aero-space collections, including artifact, library, photographic, audio visual and archival materials either owned by COUNTY or loaned to it. COUNTY will maintain insurance on such collections in accordance with the inventory on file with DEPARTMENT. The COUNTY will transfer to NASSAU HERITAGE any insurance payments received for loss or damage of COUNTY collections and NASSAU HERITAGE will repair or replace such property.

Section 14.2 NASSAU HERITAGE shall upon execution of this license assume custody for the duration of this license the air space collections as listed in an inventory of the Department of Recreation and Parks and Support Services dated June 1, 2001. NASSAU HERITAGE may at any time in the future for the duration of this license, assume custody of all COUNTY aero-space artifacts, library, photographic, audio visual, archival materials and information files it deems curatorially necessary in accord with professional museum standards to provide adequate Cradle of Aviation Museum public exhibit and research programs. The custodial inventory shall include a description of ownership status of items and shall be updated annually and a copy provided to the COUNTY. The COUNTY shall assume possession of all items donated to the COUNTY included in the inventory upon termination of this license.

Section 14.3 NASSAU HERITAGE at its cost shall provide management, operation, curatorial services, public education and exhibition programming using such collections for a public Cradle of Aviation Museum, IMAX Dome Theater and public visitor center in accordance with accepted professional museum services and standards. NASSAU HERITAGE agrees to maintain appropriate property records of COUNTY owned collections and exhibits and to make such records available to COUNTY representatives. NASSAU HERITAGE shall file an annual report of such activities and programs with the COUNTY EXECUTIVE and COUNTY LEGISLATURE. NASSAU HERITAGE shall conduct its museum programs to meet the requirements of accreditation by the American Association of Museums.

Section 14.4 NASSAU HERITAGE is authorized to operate an

exhibits loan program of the COUNTY-owned air space collections for educational, public relations, and marketing purposes, and to collect reimbursement of expenses and fees for such loans.

Article XV

REIMBURSEMENT

Section 15.1 NASSAU HERITAGE shall provide annual payments commencing in the year 2004 to the DEPARTMENT of two hundred fifty thousand dollars (\$250,000.) per year during years 2004 to 2006, and three hundred fifty thousand (\$350,000.) in years 2007 to 2011 as reimbursement for COUNTY support services, such amount shall be payable by NASSAU HERITAGE by December 31 in each year.

Article XVI

FOOD SERVICE

Section 16.1 NASSAU HERITAGE shall have exclusive right to maintain or contract for operation at its own cost and expense, food service operations which shall sell various food and drink items to the general public as well as to the various personnel of facilities on the demised site. NASSAU HERITAGE shall receive all vendor contract fees and revenues from such services.

Section 16.2 NASSAU HERITAGE shall have exclusive right to provide vending machine services at the site through the same food service contractor or a separate entity.

Section 16.3 Any food service and/or vending machine operation shall comply with all federal, state, and local laws, rules and regulations.

Section 16.4 Any food service or vending machine contractor retained by NASSAU HERITAGE shall be subject to the following conditions which shall be made a part of any contractual agreement:

(a) Said contractor shall conduct its activities upon the site so as not to endanger any person thereon and to indemnify and hold harmless NASSAU HERITAGE, COUNTY, DEPARTMENT, their respective agents, officers, directors and employees against any and all claims, demands, causes of action, including claims for personal injury and/or death, damages (including damage to NASSAU HERITAGE' or COUNTY'S property), costs and liabilities, in law and in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by said contractor's use and occupation of such site whether such use is authorized or not, or from any act of omission of said contractor, its officers, agents, employees, guests, patrons or invitees.

(b) Said contractor shall, at NASSAU HERITAGE's and/or 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 HERITAGE and/or COUNTY, its agents, officers, directors or employees on any such claim, demand or cause of action, and said contractor shall pay and satisfy any judgment or decree which may be rendered against NASSAU HERITAGE and/or COUNTY, its agents, officers, directors or employees in any such suit, action or other legal proceeding; and said contractor shall pay for any and all damages to the property of NASSAU HERITAGE and/or COUNTY, for loss or theft of such property, done or caused by said contractor, its officers, agents, employees, guests, patrons or invitees.

(c) Said contractor 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 its contract a policy of comprehensive public liability insurance on which said contractor, NASSAU HERITAGE and COUNTY are each named insurers, including, but not limited to, the torts and negligence of contractor's personnel with a combined single limit of \$3,000,000.00 for bodily injury including personal injury and property damage for any one occurrence, all at said contractor's sole cost and expense.

(d) Said contractor must secure, at its sole cost and expense, full product liability insurance, including foreign objects, with limits of \$3,000,000.00 for each person.

(e) Said contractor shall comply with all provisions of the Worker's Compensation Law, and shall furnish a certificate showing evidence of current coverage.

(f) Such policies should be issued with the names of NASSAU HERITAGE and COUNTY as additional insurers. Copies of the aforementioned insurance must be filed with COUNTY. No part of any of these insurance policies shall be canceled without Thirty (30) days prior written notice to NASSAU HERITAGE and COUNTY. The failure of said contractor to maintain such insurance policies and to furnish such policies and/or certificates may constitute an act of default on the part of NASSAU HERITAGE. Such policy monetary limits shall be adjusted in the future to prevailing limits as required by COUNTY.

(g) All insurance coverage as stipulated herein shall be subject to the approval of COUNTY'S Bureau of Real Estate, Insurance and Worker's Compensation. All certificates and/or copies of policies shall be delivered to the Office of the said Bureau, 1550 Franklin Avenue, Mineola, NY, 11501. All certificates, policies and/or copies mandated above, shall be delivered and be in effect prior to any commencement of operations.

Article XVII

SALE OF MERCHANDISE

Section 17.1 NASSAU HERITAGE or its duly authorized agents shall have exclusive right to sell interpretive and educational items such as publications, visual aids, handicrafts, souvenir items typically sold in museum shops and other objects related to the interpretive and educational themes of NASSAU HERITAGE' facilities on the demised site except for the leasehold of the Long Island Children's Museum.

Section 17.2 NASSAU HERITAGE shall maintain a high standard of quality in all items provided or sold.

Section 17.3 NASSAU HERITAGE shall display the sales items in good taste and in keeping with the decor of the facilities.

Section 17.4 The proceeds of all sales of merchandise shall be solely the property of NASSAU HERITAGE.

Article XVIII

ADMISSIONS AND USE FEES

Section 18.1 NASSAU HERITAGE may establish, collect and retain admission fees, special event and use fees, and educational program fees at its discretion for all facilities that it operates on the site. Such fees shall be consistent with charges of similar facilities in the New York metropolitan area. NASSAU HERITAGE shall charge reasonable group rates to pre-school, school children, and youth groups as well as discounts to senior citizens, handicapped persons and Volunteer Firefighters with appropriate governmental identification for the duration of this license. The COUNTY shall periodically review the NASSAU HERITAGE admission policy to determine if NASSAU HERITAGE is adhering to this obligation.

Article XIX

ASSOCIATE ORGANIZATIONS OPERATIONAL AGREEMENTS

Section 19.1 NASSAU HERITAGE shall execute operational agreements in terms subject to approval of DEPARTMENT with all associate organizations operating facilities or activities on the site including the Long Island Children's Museum which holds an independent leasehold. Such agreements shall include reasonable management and operational procedures related to joint operations at the Museums at Mitchel including all site and plaza activities, vending machine services, and security as NASSAU HERITAGE deems necessary for its responsibilities under section 4.1. The agreements may also include ticketing procedures, maintenance services, concession operations, and other operational requirements and services as deemed necessary to be performed by NASSAU HERITAGE for or in coordination with associate

organizations on the site to ensure superior public services and educational programming on the demised site.

Section 19.2 NASSAU HERITAGE shall provide professional and staff services to coordinate and oversee the activities and public service operations of the various associate public and educational organizations authorized by the COUNTY to provide museum, cultural, educational and recreational services on the Mitchel North site known as the Museums at Mitchel. Such associate organizations and facilities shall include The Long Island Children's Museum, the Long Island Museum of Science and Technology, Nassau County Firefighters Museum and Safety Center and other organizations as designated in the future by the COUNTY.

Section 19.3 NASSAU HERITAGE shall provide an annual report to the COUNTY relating the scope of cooperative services and public service operations provided on the site by associate organizations. It shall prepare and disseminate an annual calendar of the programs and events of the associate organizations on the site.

Section 19.4 In consideration of the above services to be rendered hereunder by NASSAU HERITAGE, COUNTY agrees to pay NASSAU HERITAGE the sum of \$500,000 upon execution of this license in 2001, and thereafter on February first in each of the years 2002, 2003, 2004, and 2005 subject to the encumbrance of funds by the COUNTY COMPTROLLER and the approval of the COUNTY LEGISLATURE. Payment shall be made upon the presentation of claim forms.

Section 19.5 It is understood and agreed that all persons other than employees of COUNTY, engaged in such services are employees of NASSAU HERITAGE or its sub-contractors, if any, and that NASSAU HERITAGE or its sub-contractors, if any shall be solely responsible for their work and payment for their services. Also NASSAU HERITAGE shall secure and keep in force Worker's Compensation Insurance and pay any and all other charges required by law for and on behalf of its employees and that COUNTY shall not bear any responsibility or expense therefore.

Article XX

INSURANCE, DAMAGES AND LOSS

Section 20.1 Indemnification of COUNTY: NASSAU HERITAGE shall be solely responsible for and indemnify and save harmless COUNTY its officers, agents and employees from any loss or liability on account of all personal injuries, including death, and damage to property on the Demised Site occurring on account of or in connection with the operations of the within license or any act or omission by NASSAU HERITAGE, its agents, servants and employees, and from any cost and expense in any lawsuits which may be brought against COUNTY for such

damages or injuries when due to the willful acts, negligence or negligent omissions of NASSAU HERITAGE. The aforesaid indemnification and save harmless provision shall be secured by NASSAU HERITAGE under a liability insurance policy written by an insurer licensed to do business in New York State with the minimum limit of Three Million Dollars (\$3,000,000.00) for personal injury, bodily injury and property damage combined per occurrence, plus statutory workers' compensation. Such policy shall be adjusted during the term of this license and COUNTY shall have the right to review the insurance limit annually and shall have the right to require higher insurance limits as reasonably determined by the insurance section of the COUNTY of Nassau based on current industry practices and standards. Certificate of insurance evidencing such insurance coverage shall be promptly submitted to the Nassau COUNTY Bureau of Real Estate and Insurance at 1550 Franklin Avenue, Mineola, New York 11501. Such certificate shall contain an agreement whereby NASSAU HERITAGE' insurer shall give the COUNTY fifteen (15) days written notice of cancellation by certified mail, addressed to the Nassau COUNTY Bureau of Real Estate and Insurance. Renewals of the above required insurance shall be delivered no less than fifteen (15) days prior to expiration to the Bureau of Real Estate and Insurance.

Section 20.2 Extra Hazardous Use: NASSAU HERITAGE will not occupy or use the said site, nor permit the same to be occupied or used, for any business deemed extra hazardous on account of fire or otherwise without the written consent of COUNTY.

Section 20.3 Indemnification of COUNTY and Liability for Damages by NASSAU HERITAGE fault: NASSAU HERITAGE, notwithstanding any other provision in this license to the contrary, shall save COUNTY harmless from any loss, cost, liability, claim, damage, expense (including reasonable attorney's fees and disbursements), penalty or fine incurred in connection with or arising from any injury to NASSAU HERITAGE or to any person or for damage to, or loss by theft, vandalism, or otherwise, of any of the NASSAU HERITAGE property or of the property of any other person, on or about the Demised Site.

Section 20.4 COUNTY shall, at its expense, insure the demised site buildings and its contents in accordance with the same insurance procedures and levels as other COUNTY owned properties. In the event of physical losses and damages to buildings or contents covered by such COUNTY or contractor insurance, any recovery of insurance proceeds shall be deposited by the COUNTY or contractors in the Capital Improvement Fund (Section XI) to be used by NASSAU HERITAGE to replace such losses or repair such damages or otherwise renovate the facility effected by such losses or damages. Nassau Heritage shall

reimburse the County for 50% of the cost of fine arts insurance for the historic collections transferred to its custody under Section 14.2.

Article XXI

FISCAL ACCOUNTABILITY

Section 21.1 NASSAU HERITAGE shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and State Education Department requirements for educational corporations. NASSAU HERITAGE shall file a copy of its certified annual audit and budget including a listing of personnel, positions, titles, and salaries with the COUNTY EXECUTIVE, COUNTY COMPTROLLER, and COUNTY LEGISLATURE and it shall clearly designate any special accounts as established in this license. Such books and records shall be retained for a period of Six (6) years and shall at all times be available for audit and inspection by the Comptroller of COUNTY or his duly designated representative. The COUNTY EXECUTIVE, PRESIDING OFFICER and MINORITY LEADER of the COUNTY LEGISLATURE shall receive quarterly employee payroll reports including name, title, annual salary or hourly rate paid to date; quarterly subcontractor reports; and copies of any personnel service contracts within ten (10) days after execution of said contracts. The Comptroller of COUNTY or his duly designated representative may inspect and audit the accounts and daily cash register readings as necessary to determine revenue and expenses for any period and to insure compliance by NASSAU HERITAGE with the provisions of this license.

Section 21.2 The parties acknowledge that at the time of entering this license agreement NASSAU HERITAGE was in position to make only projections of actual operating costs. Accordingly, NASSAU HERITAGE shall have the right to request that COUNTY waive or delay the payment of any sums due COUNTY other than those set forth in Article XV Reimbursement. COUNTY and COUNTY LEGISLATURE shall consider such request provided such request is documented by NASSAU HERITAGE'S financial statements and updated fiscal projections and provided COUNTY and COUNTY LEGISLATURE deems it to be in the best interest of COUNTY and its residents to waive or delay the receipt of any such payment.

Article XXII

ASSIGNMENTS AND TRANSFERS OF INTEREST

Section 22.1 Right to Assign. NASSAU HERITAGE shall have the right to grant operating licenses for food services and/or other revenue generating activities on the site provided, however, that said licenses are not inconsistent with NASSAU HERITAGE' purposes and public services.

Section 22.2 NASSAU HERITAGE shall not license the entire site to a third party for the purpose of operation of the said demised site without the written consent of the COUNTY EXECUTIVE and COUNTY LEGISLATURE.

Section 22.3 No Arrears. NASSAU HERITAGE represents that it is not in arrears to COUNTY upon debt or contract and that it is not a defaulter as surety, contractor or otherwise upon any obligation to COUNTY.

Section 22.4 License to Bind Successors. This license and all the terms, covenants, and conditions thereof shall bind the parties hereto and inure to the benefit of the successors and legal representatives and assigns of the parties hereto and to the grantees of COUNTY.

Section 22.6 Covenant Against Liens. If because of any act of omission or alleged act or omission of NASSAU HERITAGE, any mechanics or other lien, charge, or order for the payment of money, or other encumbrance for the payment of money shall be filed against COUNTY or the Demised Site, whether or not such lien, charge or order or encumbrance is valid or enforceable as such, NASSAU HERITAGE, at its own cost and expense, shall cause the same to be discharged of record within one-hundred and twenty (120) days after written notice to NASSAU HERITAGE, of the filing thereof; and NASSAU HERITAGE shall indemnify and save harmless COUNTY and fee owner against and from all costs, liabilities, suites, penalties, claims, and demands, including reasonable counsel fees resulting therefrom. If NASSAU HERITAGE fails to comply with the foregoing provision, COUNTY shall have the option of discharging or bonding any such lien for all costs, expenses, and other sums of money expended in connection therewith (as additional rental), with interest at the current bank rate.

Article XXIII

TERMINATION OR DEFAULT

Section 23.1 Surrender. NASSAU HERITAGE covenants and agrees to quit and surrender the demised site at the expiration of the said term, including any renewal term, in good condition, reasonable wear and tear excepted, and that it will surrender and give up the Demised Site and all equipment, supplies, manuals, and inventories which are the property of COUNTY upon the conclusion or termination of the License.

Section 23.2 Default. A default shall be deemed to have occurred hereunder if:

a) If NASSAU HERITAGE defaults in paying rent or in the performance or observance of any other material term, covenant or provision of this license agreement, and if COUNTY shall serve a written notice upon NASSAU HERITAGE specifying such default and if, after the

expiration of thirty (30) days from the service of such notice, NASSAU HERITAGE shall not have cured or remedied such default or made reasonable efforts to correct such default, or if the same cannot be cured or remedied in said thirty (30) days period and NASSAU HERITAGE shall not have diligently commenced curing such default within the thirty (30) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure said default, then COUNTY may serve a written thirty (30) day notice of termination of this license upon NASSAU HERITAGE, and upon the expiration of said thirty (30) days this license and the term thereof shall end and expire as fully and completely as if the date of expiration of said thirty (30) day period were the date fixed herein as the end and expiration of this license and the term thereof, and tenant shall then quit and surrender the demised site to COUNTY.

b) The failure of COUNTY to insist on strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that COUNTY may have and shall not be deemed a waiver of any subsequent breach or default in any such agreements, terms, covenants, and conditions.

Article XXIV

MISCELLANEOUS PROVISIONS

Section 24.1 Entire Agreement. This memorandum contains the entire agreement between the parties hereto, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the same is sought.

Where provisions of this agreement specify action by the COUNTY, the Nassau COUNTY Commissioner of The Department of Recreation, Parks and Support Services shall be the COUNTY representative.

It is agreed herein that the COUNTY shall have the authority to approve or amend any provision in this license that would change the metes and bounds description of the area licensed herein if agreed to by NASSAU HERITAGE. If any terms or provision of this license or the application thereof to any person or circumstance, shall to any extent be found invalid or unenforceable, the remainder of the license, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law.

Section 24.2 No representations. COUNTY or COUNTY'S agents have made no representations or promises with respect to the buildings or the real property of which the demised site form a part, nor with respect to the demised site, and any availability of future capital funds except as in herein expressly set forth.

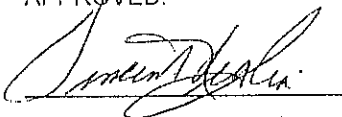
Section 24.3 Quiet Enjoyment. COUNTY covenants that NASSAU HERITAGE, upon performing and observing all of the terms of this license and its obligations, may peacefully and quietly have, hold and enjoy the demised site for the demised terms, subject and subordinate as provided in this license.

Section 24.4 Force Major. None of the parties to this license agreement will be liable to any other or to third parties for any failure to satisfy an obligation of warranty under this license agreement due to any cause beyond its reasonable control, including, but not limited to, inclement weather, Acts of God, war, riot, civil commotion, power failure or fire. If such condition prevents the performance for a continuous period of ninety (90) days, said party may terminate this license agreement by properly delivered written notice.

Section 24.5 Equal Employment Opportunity. The parties to this license agreement shall abide by all relevant federal, State and local laws, ordinances or resolutions designed to ensure equal employment opportunity to persons who are employed pursuant to this license agreement.

IN WITNESS WHEREOF, NASSAU HERITAGE has executed this agreement the day and year first written above and the COUNTY OF NASSAU has executed this agreement the 24 day of June 2001

APPROVED:



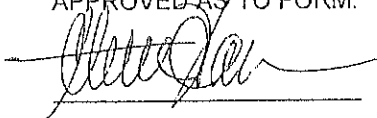
Department of Recreation, Parks,
and Support Services
(COMMISSIONER)

COUNTY OF NASSAU



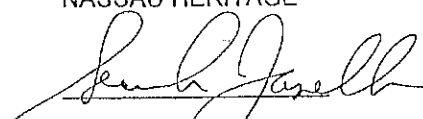
County Executive
Deputy

APPROVED AS TO FORM:



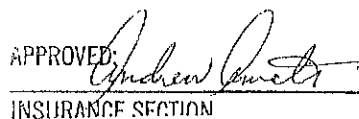
Deputy County Attorney

NASSAU HERITAGE



By: Sean Fanelli
PRESIDENT, NASSAU HERITAGE

APPROVED:



INSURANCE SECTION

6/6/01

STATE OF NEW YORK)

SS. :

COUNTY OF NASSAU)

On this day of , 2001, before

NOTARY PUBLIC

STATE OF NEW YORK)

133.

COUNTY OF NASSAU)

On this day of , 2001, before

NOTARY PUBLIC

STATE OF NEW YORK)

) 88. :

COUNTY OF NASSAU)

On this 14th day of June 2001 before

to me known, who

being by me duly sworn, did depose and say: That he resides

at 363 Rice Circle, Garden City, New York

and that he is the

President of Nassau Heritage the

corporation described in and which executed the above agreement

and that he signed his name thereto by order of its Board of

Directors.

DOLORES FREDRICH

Public, State of N
No. 30.4748036

Qualified in Nuclear C

mission Expires March

Commission Expires March 30, 1940

No v

NOTARY PUBLIC

STATE OF NEW YORK)

35. :

COUNTY OF NASSAU)

On this day of 2001,

2001.

to me

NOTARY PUBLIC



CLPW16000032

E-260-16

Contract Details

SERVICES: Design Agreement

CFPW 4600057
NIFS ID #:

NIFS Entry Date: 9/27/16

Term: Execution to Completion

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Nelson and Pope Engineers and Surveyors	Vendor ID# 11-355199Z
Address 572 Walt Whitman Road Melville, NY 11747	Contact Person Joe Pecora Phone 631-427-5665

County Department
Department Contact Department of Public Works Donna Boyle
Address 1194 Prospect Avenue Westbury, NY 11590
Phone (516) 571-6817

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	11/3/11	<i>[Signature]</i>
11/7/16	OMB	NIFS Approval	<input checked="" type="checkbox"/>	11/7/16	<i>[Signature]</i> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
11/10/16	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	11/10/16	<i>[Signature]</i>
11/10/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	11/10/16	<i>[Signature]</i> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/>		
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	County Comptroller	NIFS Approval	<input type="checkbox"/>		
4/15/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	4/15/16	<i>[Signature]</i>



Contract Summary

Description: Agreement Number H61001-01C, Amendment Number 1
Purpose: Adjustment of a professional engineering services agreement to provide engineering design services
Method of Procurement: This adjustment will permit the selected firm to provide the county with design documents. The original agreement was procured utilizing standard Nassau County procedures for retaining professional engineering services.
Procurement History: Standard Nassau County Agreement format utilized.
Description of General Provisions: Firm to provide engineering support during the development of construction bid documents for critical county projects. As additional requirements are identified additional contract advisements will be submitted.
Impact on Funding / Price Analysis: Funding of up to an additional \$300,000.00 is included in the Capital Plan under various projects.
Change in Contract from Prior Procurement: Increase to agreement maximum amount
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	63
Resp:	400
Object:	
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	PWCAPCAP/63400/0002	\$50,000.00
10	PWCAPCAP/61587/0002	\$18,300.00
4		\$
5		\$
6		\$
TOTAL		\$68,300.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Donna Boyle

Date: 9-September-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: <i>[Signature]</i>
Name	Name	Date: <i>11/27/16</i>
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Nelson & Pope Engineers & Surveyors

2. Dollar amount requiring NIFA approval: \$ ~~200,000.00~~ \$300,000

Amount to be encumbered: \$ ~~300,000.00~~ \$68,300 in 1/2

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: no change

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: This is an amendment to agreement H61001-01C

4. Funding Source:

☐ General Fund (GEN) ☐ Grant Fund (GRT)
☒ Capital Improvement Fund (CAP) Federal % ☐
☐ Other State % ☐
County % ☐

Is the cash available for the full amount of the contract? ☐ Yes ☒ No

If not, will it require a future borrowing? ☒ Yes ☐ No

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

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

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

This amendment increase the agreement cap. The selected firm performs design work on approximately 2 federal aid projects per year this increase will enable that to continue through the agreement term.

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

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

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

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

Exceeds \$50K.

AUTHORIZATION

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

Signature Title Date 11/10/16

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: Nelson and Pope

CONTRACTOR ADDRESS: 572 Walt Whitman Road, Melville, NY, 11747

FEDERAL TAX ID #: 11-3551992

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 _____. Potential proposers were made aware of the availability of the RFP by advertisement in _____, 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 following members of the department of Public Works: _____. 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 December 9, 2014. 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 reviewing 19 firms proposals. See the inter-departmental memo dated October 31, 2014 for additional information). 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.

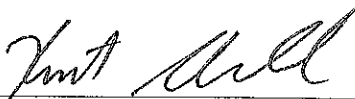
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

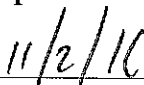
VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at 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


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?

N&P's Accounting Department has reviewed the financial records of Nelson & Pope, as well as our affiliate companies. Based on this review, N&P and its affiliates have only made contributions between April 1, 2016 and September 15, 2016 to Friends of Ed Mangano and no other campaign committee of any other Nassau County Elected Officials identified above.

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: 9-19-2016

Vendor: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope
Engineers & Surveyors)

Signed: 

Print Name: Robert G. Nelson, Jr., PE

Title: Partner

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 - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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 - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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 - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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.

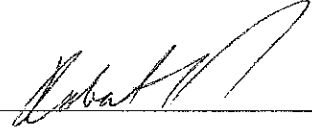
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 9/12/2016

Signed: _____

Print Name: _____

Title: _____



Robert G. Nelson, Jr, PE

Partner

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 G. Nelson, Jr., PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 [REDACTED]
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Please see 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. Affiliates of N&P have been awarded governmental contracts.

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 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

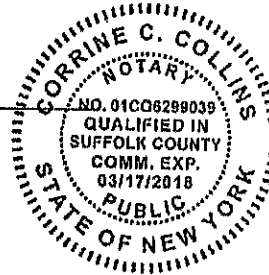
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert Nelson, Jr., 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 28 day of April 2016

Corrine C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Robert G. Nelson, Jr., PE

Print name

Robert G. Nelson, Jr.
Signature

Partner

Title

04 / 28 / 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 Joseph Epifania, Jr., PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 [REDACTED]
Vice President / / _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details. Please see 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. Affiliates of N&P have been awarded governmental contracts.

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 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

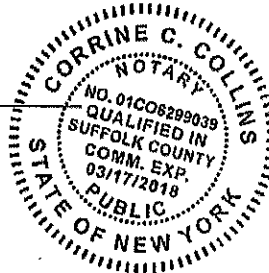
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Epifania, 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 28 day of April 2016

Corrine C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Joseph Epifania, PE

Print name

[Signature]
Signature

Partner

Title

4 / 28 / 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 Thomas F. Lembo, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 [REDACTED]
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Please see 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. Affiliates of N&P have been awarded governmental contracts.

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 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.

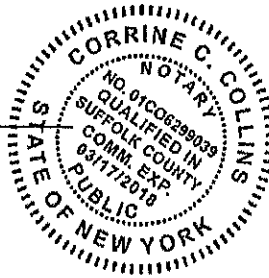
CERTIFICATION

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

Sworn to before me this 18 day of April 2014

Corrine C. Collins
Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Thomas F. Lembo, PE

Print name

[Signature]
Signature

Partner

Title

04/28/2014
Date

PRINCIPAL QUESTIONNAIRE FORM

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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 Gary Becker, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 [REDACTED]
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Please see 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. Affiliates of N&P have been awarded governmental contracts.

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 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, Gary Becker, 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 28 day of April 2016

Corrine C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Gary Becker, PE

Print name

Gary Becker
Signature

Partner

Title

4, 28, 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 Gregory Peterman, LS
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
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 [REDACTED]
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Please see 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. Affiliates of N&P have been awarded governmental contracts.

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 X If Yes, provide details for each such conviction.
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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.
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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.

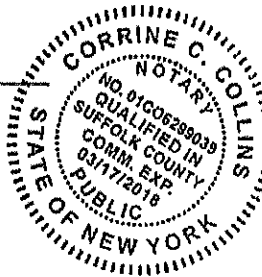
CERTIFICATION

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I, Gregory Peterman, 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 28 day of April 2016

Corrine C. Collins
Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Gregory Peterman, LS

Print name

[Signature]
Signature

Partner

Title

4, 28, 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 Eric J. McFerran, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-6666
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 [REDACTED]
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Please see 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. Affiliates of N&P have been awarded governmental contracts.

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 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.
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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

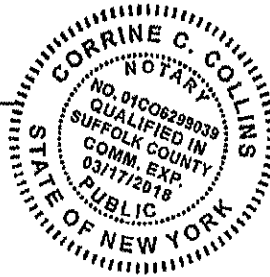
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Eric J. McFerran, 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 28 day of April 2016

Corrine C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Eric McFerran, PE

Print name

[Signature]
Signature

Partner

Title

Date

4 / 28 / 16

Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2016

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope	Nelson Pope & Voortis, LLC	N&P Construction Layout	572 Walk Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Haks-Nelson & Pope JV	N&P-G&B
Epifania, Joseph										
Nelson, Robert, Jr.										
Lembo, Thomas										
Becker, Gary										
Palaman, Gregory										
McFerran, Eric										
Dixon, Thomas										
Voortis, Charles										
McGinn, Steven										
Besman, Kathryn										
O'Farrell, Carrie										
Crane, Matthew										
N&P, Engineers & Land Surveyor, PLLC										
Nelson Pope & Voortis, LLC										
Haks Engineers, Architects and Land Surveyors										
Gayron de Bruin, Land Surveying and Engineering, PC										
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

	Description of Services
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voortis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voortis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walk Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vornel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
HWJ Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voortis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voortis, Hawkins Webb Jaeger and General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services to the State of Connecticut
Haks-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-G&B	Provides Topographic Surveying Services to New York City Department of Design and Construction

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: 9/12/2016

1) Proposer's Legal Name: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

2) Address of Place of Business: 572 Walt Whitman Road, Melville, NY 11747

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : (631) 427-5665

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: [REDACTED]

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

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

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

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

- 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. Please see attached
-
- 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 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.

Rose Marie Walker, mother of Chief Deputy County Executive Rob Walker, is a Consultant to N&P providing assistance to the accounting department and marketing assistance to private and municipal clients, excluding the various County Department and County affiliated organizations.

(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.

Elizabeth Walker is the spouse of Chief Deputy County Executive Rob Walker. Mrs. Walker is an administrative assistant performing administrative functions.

(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.

Elizabeth Walker has no contact with any Nassau County elected officials or employees for the purpose of procuring and facilitating work and collection of fees on behalf of N&P or any of our affiliated companies other than those tasks typically associated with administrative functions, i.e. typing and copying.

Rose Marie Walker has no direct contact with any Nassau County Elected Officials or employees for the purpose of procurement of work and collection of fees on behalf of Nelson & Pope or any of its affiliate companies.

- 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 Department of Public Works

Contact Person William Hillman, PE, Chief Engineer

Address 335 Yaphank Avenue

City/State Yaphank, NY

Telephone (631) 852-4010

Fax # (631) 852-4150

E-Mail Address william.hillman@suffolkcountyny.gov

Company Town of Oyster Bay Department of Public Works

Contact Person Matthew Russo, PE

Address Division of Engineering, 150 Miller Place

City/State Syosset, NY

Telephone (516) 677-5722

Fax # _____

E-Mail Address mrusso@oysterbay-ny.gov

Company Town of Brookhaven Highway Department

Contact Person Dan Losquadro, Superintendent

Address 1140 Old Town Road

City/State Coram, NY

Telephone (631) 451-9200

Fax # (631) 451-2584

E-Mail Address dlosquadro@brookhaven.org

CERTIFICATION

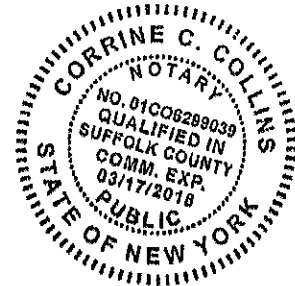
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 12 day of September 2016

Corrine C. Collins

Notary Public



Name of submitting business: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

By: Robert G. Nelson, Jr., PE

Print name

Signature

Partner

Title

09 / 12 / 2016
Date

N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope, Engineers & Surveyors Partners Information as of 01/01/2016					
	Ownership	Position	Profession	State	Lic #
Epifania, Joseph	██████████	Partner	Engineer	NY	58669
Nelson, Robert, Jr.	██████████	Partner	Engineer	NY	57296
Lembo, Thomas	██████████	Partner	Engineer	NY	74701
				FL	58849
Becker, Gary	██████████	Partner	Engineer	NY	45986
				VT	2829
Peterman, Gregory	██████████	Partner	Surveyor	NY	50213
				CT	70061
McFerran, Eric	██████████	Partner	Engineer	NY	76844
Dixon, Thomas	██████████	Partner	Engineer	NY	80973
				CT	24626
100.0000%					-

Nelson & Pope etal.
Listing of Affiliate Firms - 01/01/2016

Federal Tax Id Number	Firm Name	Description of Services
██████	N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
██████	Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
██████	N&P Constructions Layout	Provides Surveying Services to Nelson & Pope exclusively
██████	572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope exclusively
██████	Vornel Management	Provides Management Services to Hawkins Webb & Jaeger exclusively
██████	HWJ Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
██████	East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
██████	N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
██████	Haks-Nelson & Pope JV	Joint Venture for Environmental Consulting On-Call Services for Nassau County, NY
██████	N&P-GdB	Joint Venture that provides Topographic Surveying Services to New York City Department of Design and Construction

ARCHITECT ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME N&P Engineers & Land Surveyor, PLLC, d/b/a Nelson & Pope Engineers & Surveyors			3. YEAR ESTABLISHED 1954	4. DUNS NUMBER 057732869
2b. STREET 572 Walt Whitman Road			5. OWNERSHIP	
2c. CITY Melville			a. TYPE Professional Limited Liability Corporation	
2c. CITY Melville			b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Robert G. Nelson, Jr., P.E., Partner			7. NAME OF FIRM (If block 2a is a branch office) N/A	
6b. TELEPHONE NUMBER 631-427-5665	6c. E-MAIL ADDRESS bnelson@nelsonpope.com			
8a. FORMER FIRM NAME(S) (if any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	14		C15	Construction Management	3
08	CADD Technician	4		C16	Construction Surveying	5
12	Civil Engineer	8		C18	Cost Estimating	1
14	Computer Programmer	2		H01	Harbors, Jetties, Piers	2
15	Construction Inspector	7		H02	Hazardous Materials	1
38	Land Surveyor	4		H07	Highways, Streets, Parking Lots	5
39	Landscape Architect	1		H08	Historical Preservation	1
48	Project Manager	5		I06	Irrigation/Drainage	1
52	Sanitary Engineer	7		L02	Land Surveying	5
58	Technician/Analyst	8		L04	Libraries; Museums; Galleries	2
60	Transportation Engineer	12		L06	Lighting (Exterior, Streets, etc.)	1
21	Electrical Engineer	1		P06	Planning (Site, Install & Protect)	5
62	Water Resources Engineer	1		R04	Recreational Facilities	3
	Mechanical Plumbing Engineer	3		S04	Sewage Collection	4
				S13	Stormwater Facilities	5
				T02	Testing & Inspection	4
				T03	Traffic-/Transportation Engineering	6
				T04	Topographic Surveying	4
				U02	Urban Renewals; Comm. Devel.	2
				W02	Water Resources	3
				W03	Water Supply: Treat/Dist.	3
	Other Employees			Z01	Zoning: Land Use Studies	3
Total		78				

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	3
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000. | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE

September 26, 2016

c. NAME AND TITLE

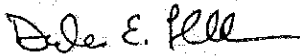
Robert G. Nelson, Jr., P.E., Partner

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

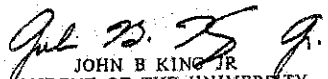
**N & P ENGINEERS & LAND SURVEYOR PLLC
572 WALT WHITMAN ROAD
MELVILLE, NY 11747-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
07/01/2014 TO 06/30/2017.


DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0010992




JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

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IS GRANTED WHICH ENTITLES

**N & P ENGINEERS & LAND SURVEYOR PLLC
572 WALT WHITMAN ROAD
MELVILLE, NY 11747-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 04/01/2016 TO 03/31/2019.



**CERTIFICATE NUMBER
0012888**

Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

Statement of Qualifications

Introduction

N&P Engineers & Land Surveyor, PLLC, (d/b/a Nelson & Pope Engineers & Surveyors) (N&P) is an established Civil Engineering and Surveying Partnership located in Melville, New York. Since 1954, N&P and its predecessors have been at the forefront of our community's growth, providing technical engineering, planning and surveying expertise to the land development sector, government entities, private landowners, utilities and service providers of Long Island and the Metropolitan New York area. As a multi-disciplined firm N&P offers creative planning and design solutions in the following disciplines:



- Site Development Engineering
- Planning & Zoning
- Highway Engineering
- Traffic Engineering
- M/E/P Engineering
- Fuel/Alternative Fuel
- Waterfront Engineering
- Environmental Engineering
- Water/Wastewater Engineering
- Permitting
- Land Division and Acquisition Mapping
- Topographic Surveys
- ROW & Boundary Surveys
- Bidding & Contract Administration
- Construction Observation & Management
- Sustainable and Green Design

Through years of quality service to our clients, the firm has grown in both reputation and size. N&P now employs over 80 technical and support staff and includes experienced teams of dedicated professionals with diversified expertise. All of the firm's principals, as well as many of the staff, are New York State licensed Professional Engineers and/or Land Surveyors. Many of our firm's full time employees have advanced degrees in such areas as traffic engineering, transportation engineering, civil engineering, mechanical engineering, sanitary engineering, environmental sciences and construction management. This knowledge, expertise and wealth of professional resource allows for us to meet the needs of your unique projects.

N&P's technical staff is organized into the following departments:

- **Site Development:** The Site Engineering Department is responsible for the planning and preparation of design plans and specifications for site improvements including multi-family, mixed-use, commercial, office, industrial and institutional new construction, expansion and/or re-development projects. Staff members also provide technical assistance during construction operations.
- **Transportation Engineering:** The Transportation Engineering Department is responsible for highway, traffic signal and pavement marking and signing design plans and approvals, traffic impact and corridor/area studies and parking assessments. Other services include: planning, operational analysis, preparation of plans, specifications and construction cost estimates, technical assistance during construction, and resident field technicians for parking, roadway and signal projects and municipal land improvement projects.

Statement of Qualifications

- **Environmental Engineering:** The Environmental Engineering Department is responsible for environmental and sanitary engineering, planning, operational analysis, and preparation of design plans and specifications for environmental and sanitary facilities. Other services include technical assistance during construction and start-up, installation certification for water distribution systems, all forms of sanitary waste water conveyance, treatment and disposal, chemical and fuel storage design and permitting and commercial pool system design.
- **Mechanical/Electrical/Plumbing:** The M/E/P Department provides designs for practical and efficient building systems and site mechanical systems. Services include HVAC systems; domestic, sanitary, process, fuel gas, and oil piping systems; electrical power systems, lighting and fire protection.
- **Surveying:** The Surveying Department is responsible for the preparation of all real property boundary and topographic surveys and mapping, planning, subdivision plans and construction layout.

N&P draws upon the assets of our Managing Partners, Supervising Partners, Project Managers and qualified staff to provide professional services. Specifically, N&P's staff have the diverse capabilities to perform the following tasks:

Land and Site Planning: land and site development planning; sustainable and smart growth development alternatives; zoning; feasibility; site development due-diligence studies; downtown and neighborhood revitalization studies; site yield studies...

Site Development Design: Civil engineering; sustainable design; green infrastructure design; construction bid documents; comprehensive grading, drainage, and erosion control; lighting and landscape plans; utility plans; construction details; stormwater studies and stormwater management plans; stormwater pumping stations; stormwater retention systems; bio-retention systems; innovative and best management practices (BMP's) stormwater design...

Feasibility and Due Diligence Assistance: Comprehensive research into site development related issues affecting project implementation, timing and costs...

Mechanical Engineering: Mechanical systems for industrial, commercial and residential projects; co-generation systems; energy analysis models and preparation of payback analysis for new systems... **Electrical Engineering:** Designs for primary and secondary power distribution; lighting systems; stand-by and emergency power generators; alternative energy systems (co-generation, wind and solar); low-voltage systems including IT, fire alarm and controls systems... **Plumbing:** Domestic water, sanitary, drainage and fire sprinkler designs for new construction and major renovation projects...

Traffic and Highway Engineering: Traffic impact analysis; traffic calming studies and design; traffic area/corridor studies; drainage analysis; roundabouts; signalization; green infrastructure design; traffic/ highway/drainage construction bid documents; pavement markings and signing; road access permitting; MPT plans; street lighting; expert testimony...

Statement of Qualifications

Public Facilities, Parks & Recreation: Conceptual plans; construction bid documents; specifications and estimates of cost of construction for new and rehabilitation of public facilities; synthetic and natural turf athletic fields; beaches; concession facilities; comfort stations; playgrounds; pedestrian and bike trails...

Water Supply: Distribution flow and pressure analysis; fire flow analysis; demand analysis; distribution design; backflow device design...

Wastewater Collection: Demand and flow analysis; collection system design; pumping station; force mains; low pressure sewer; vacuum assist sewer...

Wastewater Treatment & Disposal: Operational analysis; technical design reports; flow and demand analysis; individual on-site septic systems; sewer district planning studies; site specific wastewater treatment systems; Chromaglass treatment systems; large-scale treatment facilities; odor control; facility start-up; O&M manuals; flow equalization; nitrification/denitrification control...

Green Development: LEED® certified projects; sustainable development; linkage; walkable streets; stormwater management; water usage; recycled content; light pollution; sensitive areas; construction activity; community outreach; charrette participation; smart growth...

Surveying and Mapping: Boundary and topographic surveying and mapping; GPS and GIS mapping; land division and acquisition mapping; highway control surveying; wetlands and unique feature mapping; robotic surveying...

Stormwater Management Plans: Design and management plans for stormwater; erosion control; SWPPP compliance; preparation and processing of NOI; site compliance during construction...

Miscellaneous Sanitary Facilities: Chemical and fuel storage; stand-by generators; air quality permitting; Board of Review and Sewer Agency presentation...

Waterfront Engineering: Hydrographic surveying; construction bid documents for dredging, jetties, bulkheads, piers, commercial docking facilities and marinas...

Permitting and Processing: Preparation and processing of applications for submittal; client representation before municipal agencies and departments; expert testimony at hearings...

Construction Services: Engineering consultation; preparation and coordination of bid documents; bid review and analysis; Resident services; shop drawing processing; pre-construction conferences; stormwater management plan monitoring; certifications of constructed facilities; approximate cost of construction estimates; construction surveying; preparation of as-constructed and final surveys...

Statement of Qualifications

Available to assist N&P as necessary are our **Affiliate Firms**:

Nelson, Pope & Voorhis, LLC (NP&V) was established in 1997. Nelson & Pope along with Charles Voorhis & Associates created NP&V, to meet the needs of our clients. NP&V is a full service environmental planning and land use consulting firm with the staff and expertise necessary to address complex problem solving and develop creative solutions in the areas of environmental science and management, land-use planning and analysis, fiscal and economic assessment and SEQRA/NEPA compliance. NP&V consists of three divisions, created to better serve clients with high quality, innovative and responsive consulting services in all aspects of environmental planning. The three divisions are:



- **Environmental and Community Planning Division:** prepares comprehensive plans, comprehensive or strategic zoning amendments, long-term focused planning studies, corridor redevelopment studies, and brownfield plans. The group is effective in the use of geographic information systems (GIS) mapping to evaluate issues and present baseline data. Effective community outreach strategies are developed and tailored for each project and the community in which the project is taking place. The group represents a number of planning boards in the Hudson Valley and Long Island regions.
- **Environmental Resource and Wetland Division:** prepares wetland delineations and evaluations, Stormwater Pollution Prevention Plans (SWPPPs), conducts stormwater modeling and green infrastructure planning and implementation, ecological planning, and other scientific studies, and landscape restoration. This division assists clients through permitting and SEQRA processes.
- **Phase I/II ESA and Remediation Division:** prepares Phase I/II Environmental Site Assessments with soil and groundwater sampling services, lead based paint, asbestos, radon, and mold inspection services, and all forms of environmental sampling. The division evaluates the implications of past contamination on future land uses.

With significant experience in long range planning, NP&V believes in planning before action and applies recognized and sustainable planning methodologies to prepare creative action oriented strategies for our clients. NP&V's staff have the diverse capabilities to perform the following tasks:

Environmental Analysis: SEQRA Services Environmental Impact Statements (EIS), Environmental Assessment Forms (EAF), SEQRA Administration, Municipal SEQRA Review Services, GEIS & Regional Impact Analysis, Noise Monitoring & Assessment, Air Impact Analysis, Visual Assessment, Cultural Resources Assessments, **NYC CEQR Analysis** Environmental Assessments, ULURP, Waterfront Certifications, **Scientific Studies** Watershed Management Plans, Water Supply Studies, Groundwater & Water Quality Studies Nitrogen Load/TMDL Evaluation ...

Ecological & Wetlands: Wetlands Wetland Permits, Wetland Delineation, Feasibility Studies, Permit Plans, Restoration/Mitigation Plans, **Ecological Studies** Wildlife Surveys Endangered Species Surveys, Pond Management Plans, Invasive Species Control, Natural Resource Surveys, Aquatic Species Habitat Management, **Coastal & Waterfront Management** Waterfront Management Plans, Waterfront Certifications, Coastal Erosion

Statement of Qualifications

Hazard Area & FEMA Compliance, Shoreline Restoration & Improvement Plans, **Ecological Landscape Design** LEED Projects, Landscape Plans, Low Impact Development, **Environmental Education & Signage** Educational Outreach, Interpretive Signage ...

Environmental Audits: Phase I ESA & Due Diligence Investigations Phase II ESA, Groundwater Investigations, Soil Sampling, Soil Gas Surveys, Monitoring Wells & Piezometers, Tank Sampling, Pesticide Sampling & Plans, Soil Management Plans, **Remediation** Brownfields/Voluntary Cleanup Plans, RCRA Closures, Superfund Sites, **Sampling Services** Asbestos Surveys, Influent/Effluent Sampling, Lead Based Paint Surveys, Mold Sampling, Soil Borings & Classifications, **Subsurface Investigations & Related Services**, Ground Penetrating Radar (GPR), Pipe Camera, Magnetometer, Groundwater Mounding Studies, Flow Studies ...

Planning Services: Municipal Planning Municipal Review Services, Planning & Zoning Analysis, Build Out Analysis, GIS Analysis, Code Preparation & Review, Downtown Revitalization, Regional Planning & Land Use Plans, Recreation Planning, LWRP & Harbor Management Plans, Implementation & Action Plans, Demographic Analysis, Grant Writing & Administration, Public Outreach & Community Surveys, Community Visioning, **Economic Planning** Comprehensive Economic Development Plans, Business Retention & Expansion Strategies, Downtown Revitalization, Demographic Studies, **Institutional Planning** District Mapping, Spatial Analysis of Call Database, Needs Assessment, Demographic Analysis, SEQRA Administration ...

Economic & Market Analysis: Fiscal Impact Analysis, Economic Impact Analysis, IMPLAN and RIMS II Economic Impact Modeling, School District/Community Service Impact Analysis, Market Studies, Feasibility Studies, Niche Market Analysis, Demographic Studies, Sales Tax Impact Analysis, Tax Base Analysis, Leakage Analysis, **Municipal Economic Planning** Comprehensive Economic Development Plans, Business Retention & Expansion Strategies, Downtown Revitalization, Demographic Studies, **Funding, Financing & Tax Incentive Assistance** IDA Financing Assistance, Cost – Benefit Analysis ...

Stormwater Management: Construction Permit Compliance/SWPPP Stormwater Pollution Prevention Plans (SWPPP), Erosion & Sediment Control Plans, Construction Phasing & Related Services, NYSDEC “Qualified Inspectors” for Construction Field Monitoring, **Municipal Stormwater Planning & Compliance** Stormwater Management Programs, NYSDEC Annual Reports, SWPPP Review, Construction Stormwater Field Monitoring, Outfall & Infrastructure Inventory, GIS Mapping & Analysis, **Stormwater BMPs** Stormwater Management Planning, Low Impact Design, LEED Site Planning ...

Statement of Qualifications

HWJ Engineering & Surveying, PLLC (d/b/a Hawkins Webb Jaeger)

(HWJ) became an affiliate of N&P in 2003, supplementing N&P's engineering and surveying expertise by providing an architectural component to the N&P team. HWJ is a multi-disciplined professional services firm that has been providing Architectural, Engineering and Land Survey services on Long Island since 1872.



Through 138 years of service to the community and across Long Island, HWJ has become known for their diverse knowledge and unique cross discipline approach to Architecture, Site Development and Survey. HWJ has built a reputation within the Long Island community not only as a single point "hands on" design firm, but as an innovator of common sense solutions to unique projects demonstrating skill, accountability, ingenuity, sustainability and novelty in design.

HWJ maintains a staff of 12 to provide years of combined experience in residential, multi-residential, commercial and public funded projects ranging from New York State Parks, Suffolk County Parks, fire and emergency facilities, as well as hospitality, religious and educational institutions.

HWJ's staff have the diverse capabilities to perform the following services/tasks:

Architectural: Architecture Schematic Design and Design Development, Construction Documents, Design Build, Construction Management, Bid Preparation Analysis and Administration, Permit Administration Expediting, Construction Administration, Budget Development and Cost Analysis, Hospitality and Health Care Design, Interiors, High-End Residential and Commercial, Country Club Design, Civil and Site Design, Land Use and Zoning Studies, FEMA Compliant Flood Plain Design, Sustainable Design, Restaurant Design Construction Observation, Historic Preservation and SHPO Administration, CAD Rendering...

Engineering: Sanitary System Design and Certification, Site Drainage Design and Municipal Submissions, Grading Plans, Hardscape and Retaining Wall Design, Health Department Expediting, Department of Environmental Conservation (DEC) Submissions, Department of Public Works (DPW) Submissions, Roadway Design, Town Planning Department Submissions, NYS DOT Plans, Subdivisions, Landscape Architecture, Health Department Compliance, Expert Testimony, Residential, Commercial, Industrial ...

Survey: Title Survey, Boundary Survey, Mortgage Survey, Existing Conditions Survey ALTA/ACSM Survey Preparation, GPS Surveys, Topographic Survey Preparation, Subsurface Utility Survey, Elevation Certificates on FEMA Official Elevation Certificate, Subdivision Planning Presentations and Legal Descriptions, Building Permit Survey, Certificate of Occupancy or Final Survey, As-Built Zoning Compliance Plans, Radius Maps, Expert Testimony, Tree Location Plans, Land Divisions Presentation, Site Grading Plans for Sanitary Systems, Unique Feature Mapping ...

Planning: Master Planning, Subdivision Planning and Design, Form-Based Code Studies, Zoning Studies, Downtown Revitalization Planning, Commercial District Studies, Historic District Studies, SHPO Processing and Administration, Space Planning and Design, Land Use and Zoning Studies for Municipal Agencies, Planned Development Districts, FEMA Compliant Community Planning ...

Statement of Qualifications

East Coast Geoservices, LLC (ECG) was founded and became part of the N&P team in 2009. Work generated by the engineering and environmental companies resulted in a need for quality and scheduling control of subsurface investigations, sampling, analysis and monitoring. ECG is full service Geotechnical Company, specializing in geological and environmental sampling, and groundwater monitoring well installations.



ECG provides soil and water sampling and investigation services to private industry and government throughout the tri-state area. ECG's staff have the diverse capabilities to perform the following services/tasks:

- Soil & Groundwater Sampling
- Sanitary Test Borings
- Geotechnical Test Borings
- Groundwater Monitoring Wells
- Soil Gas Vapor Survey Wells
- Automated Influent/Effluent Sampling
- Ground Penetrating Radar
- Pipe Camera Services
- Portable Gas & Sampling Meters
- XRF Lead Sampling
- Remediation Wells
- All forms of Environmental Sampling

N&P along with our affiliate firms have spent decades fostering productive relationships with municipalities across Long Island and in the New York Metropolitan area. The firms are experienced and have the necessary staff to provide a coordinated approach to multi-disciplined projects. Having all of the services necessary to fulfill the needs of a project under one roof provides clients with a whole project approach resulting in a single point of project management and offers a unique and efficient single source advantage for our clientele.

Statement of Qualifications

Quality of Staff

Nelson & Pope is managed by seven partners. Each provides specific expertise in the field of civil engineering/land surveying/planning and transportation that is unique within the industry. The diverse leadership of N&P couples the **experience** of our senior partners with the **innovation and enthusiasm** of our younger partners. All the principals of N&P are New York State Licensed Professional Engineers and/or Land Surveyors. Many of the team's senior technical staff are licensed by the NYS Department of Education as Professional Engineers, Professional Land Surveyors, Registered Architects or Registered Landscape Architects. Additionally, many of our staff have advanced technical degrees and/or technical certifications. Such as LEED Accredited Professional (LEED AP), OSHA 40 Hour HAZWOPER, Professional Traffic Operations Engineer (PTOE), and American Institute of Certified Planners (AICP), etc. Partner bios for N&P and the affiliates are highlighted below. Detailed resumes can be provided upon request.

Gary S. Becker, P.E.

Gary Becker has a distinguished reputation on Long Island and specializes in the field of residential and commercial land development. Gary has over 40 years of diversified nationwide engineering, construction and real estate experience, including project conceptualization, planning, and execution. As senior level real estate development executive, he was part of a management team responsible for development and implementation of corporate strategy to maximize return on assets for the real estate portfolio of a major industrial corporation (Fortune '100') with the largest non-governmental land holdings in the us. Gary also served as president of a number of real estate development companies in Florida, Georgia, South Carolina, New Jersey, New York, Virginia and Vermont. After earning his bachelor of science in civil engineering from the city college of the City University of New York, Gary earned a Master's of Business Administration from the Bernard M. Baruch College of the City University of New York. He is a registered professional engineer in the States of New York and Vermont and is a member of the American Society of Civil Engineers and the Society of Professional Engineers. Gary is also a member of the planning board and design review board in the incorporated Village of Plandome.

Thomas C. Dixon, P.E.

Tom Dixon provides civil/site engineering services and specializes in stormwater management and waterfront structures. Working on Long Island projects for over 15 years, Tom has gained a thorough understanding of the land development process. He is well known by our clients for his diligence, high performance and responsiveness. Tom has successfully managed many of Long Island's largest residential community developments and has provided engineering services for campus expansion to numerous hospitals and schools. After graduating from Lehigh University with a Bachelor of Science in Civil Engineering, Tom earned a Masters of Environmental Engineering from Manhattan College. He is a registered Professional Engineer in the States of New York and Connecticut and is a member of the Society of Professional Engineers. Tom also maintains a Captain's license from the United States Coast Guard.

Joseph R. Epifania, P.E.

Joe Epifania has nearly 40 years of experience in the transportation engineering field and provides general oversight and quality assurance for much of the transportation, parks and construction inspection services. He is recognized by numerous village and town boards to provide expert testimony in the field of traffic engineering and analysis and has been serving the needs of municipal clients throughout his career. Joe earned his bachelor of science in civil engineering from Manhattan College.

Statement of Qualifications

He is a registered Professional Engineer in the State of New York and a member of the Institute of Transportation Engineers.

Thomas F. Lembo, P.E.

Tom Lembo is an expert in the field of water and wastewater engineering on Long Island. Tom has over 20 years of experience working on projects in Nassau and Suffolk counties as well as the City of New York. His in-depth knowledge of the intricacies of wastewater treatment, conveyance and disposal on Long Island provides our clients a path to successful project completion. Tom earned his Bachelor of Science in Civil Engineering from Manhattan College. He is a registered Professional Engineer in the States of New York and Florida and is also a member of the Water Environment Federation.

Eric J. McFerran, P.E.

Eric McFerran has nearly 20 years of experience in transportation engineering and planning for private and public sector clients. He currently manages a team that specializes in municipal work performing parks & recreation design, traffic engineering, roadway engineering and construction inspection. Eric has successfully managed many of long island's largest roadway and traffic infrastructure projects. Eric earned his bachelor of science in Civil Engineering from the University of Rhode Island. He is a registered professional engineer in the State of New York and is a member of the American Society of Civil Engineers and the Institute of Transportation Engineers.

Robert G. Nelson, Jr., P.E., LEED® AP ND

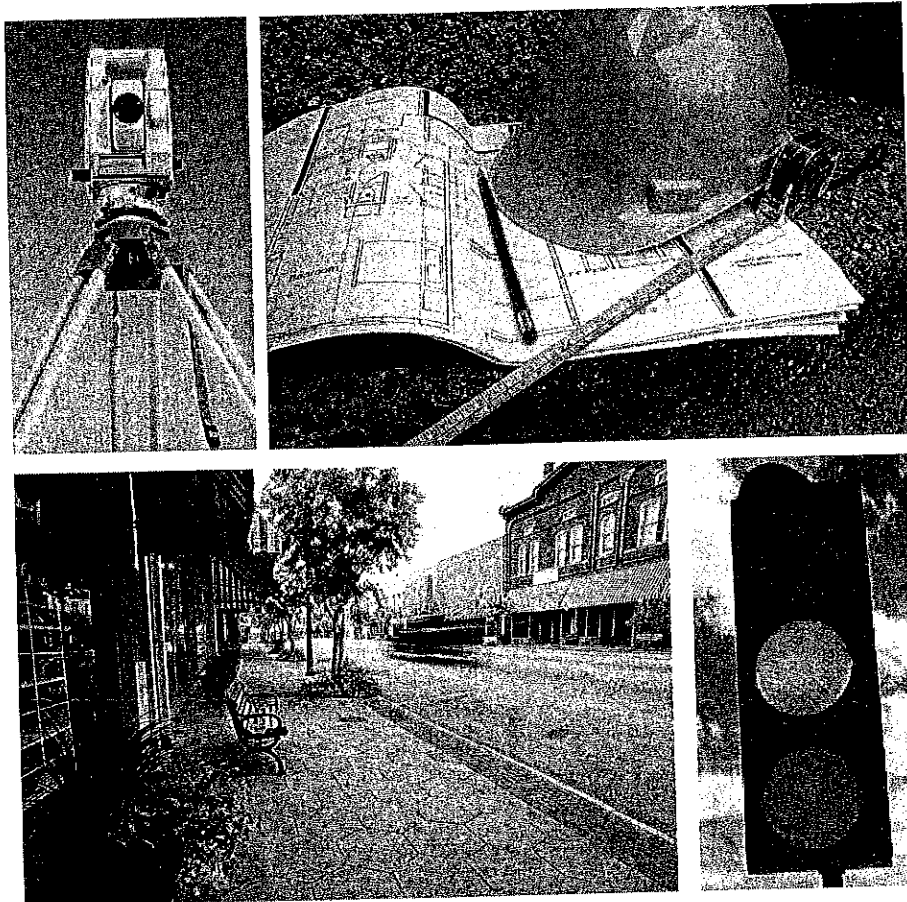
For over 35 years, Bob has been providing planning and civil engineering evaluation, analysis and design for residential, commercial, multi-use and municipal site, infrastructure development and reconstruction projects; sustainable development and green infrastructure design; park and golf course development; storm-water management and waterfront re-development. He is recognized as a problem solver and has an ability to think outside of the box to develop solutions to unique projects. After earning his Bachelors of Science in Civil Engineering from Worcester Polytechnic Institute, Bob earned a Masters of Civil Engineering from Worcester Polytechnic Institute. He is a registered Professional Engineer in the State of New York and is also a member of the American Society of Civil Engineers and the Society of Professional Engineers.

Gregory D. Peterman, P.L.S.

Greg Peterman has over 25 years of field and office land surveying experience. He manages the firm's construction layout services and is known in the industry for his expertise, accuracy and quick response. Greg has been providing surveying services for numerous years for the City of New York and the state of New York and is quite familiar with the land surveying and mapping standards of these clients. Greg has managed the surveying services for some of the largest construction projects on long island. Greg earned his Bachelor of Science in Geology from SUNY at Cortland. He is a registered professional Land Surveyor in the States of New York and Connecticut and is a member of the association of professional land surveyors and national society of professional surveyors. Greg is also a certified professional in erosion and sediment control.

Services and Project Experience

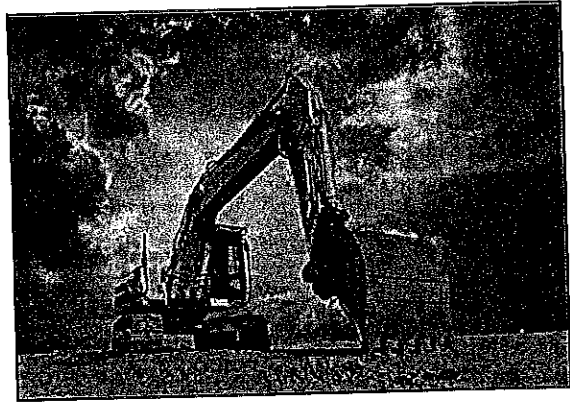
Nelson & Pope, offers clients a wide range of civil engineering and land surveying services. We are recognized as one of Long Island's leading full service firms and pride ourselves on delivering quality projects to our clients. Our team of professional experts in their respective fields provides the capability for successful completion of even the most complex projects. The services we provide as well as project examples are provided in the following pages.



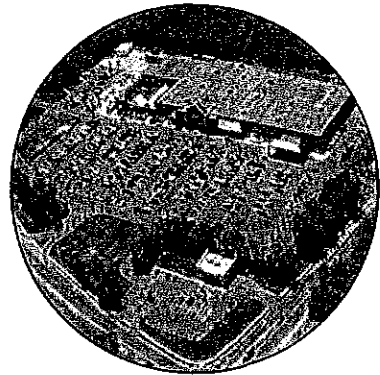
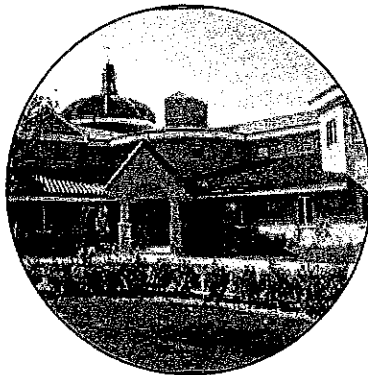
Insight / Commitment / Results

Site Planning

The land development process on Long Island is a challenging endeavor. There are countless rules and regulations at all levels of government that can create a maze for the developer to solve. The growing movement to resist the trend toward new development adds another level of complexity. Even the smallest of projects are at risk of being denied or getting tied up in the approval process. Our knowledge and experience will assist in navigating the developer through the approval process in a logical and efficient manner. Services we can provide:

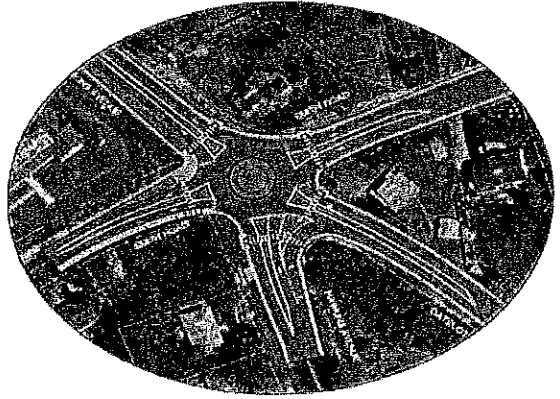


- Feasibility and Due Diligence Studies
- Master Planning and Conceptual Studies
- Land Use Planning and Zoning Analyses
- Site Planning and Design
- Grading and Drainage Design
- Utility Infrastructure Design
- Stormwater Management and Pollution Prevention Plans
- Drainage Studies
- Sediment and Erosion Control Plans
- Retaining Wall Design
- Slope Analyses
- Earthwork Analyses and Volume Calculation
- Sustainable/Green Design
- Permitting and Regulatory Approvals
- Public Hearing Testimony

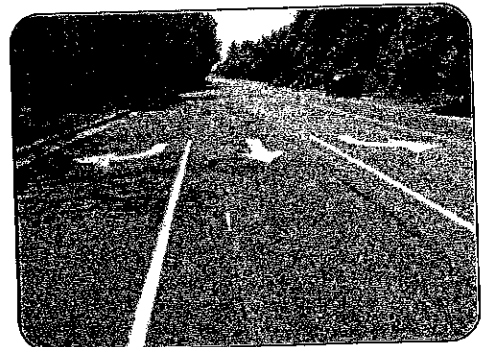


Transportation

Long Island is a mature suburb where the automobile is the primary mode of transportation. The roadways, highways and bridges across the island are aging and in need of repairs and improvements. Land development and growth intensifies traffic congestion and wear. Our staff of trained experts, at a time of limited government funding, are developing cost efficient designs while still meeting the goals of the project. Nelson & Pope is a leader amongst roadway and traffic engineering groups on Long Island providing services to municipal and private clients throughout Nassau and Suffolk County. We offer our clients the following transportation services:



- Highway and Roadway Design
- Transportation Planning
- Intersection Design
- Downtown/Main Street Beautification
- Roundabout Design
- Pavement Markings and Signage Design
- Pavement Design
- Stormwater Management
- Drainage Studies and Design
- Pavement Evaluation and Design
- Pavement Coring
- Infrastructure Design
- Area/Corridor Studies and Modeling
- Street Lighting Design
- Traffic Impact Studies and Modeling
- Traffic Signal Studies and Design
- Red Light Camera Design
- Traffic Calming Studies and Design
- Traffic Control Devices Design
- Maintenance and Protection of Traffic Plans
- Parking Studies
- Permitting and Regulatory Approvals
- Expert Testimony

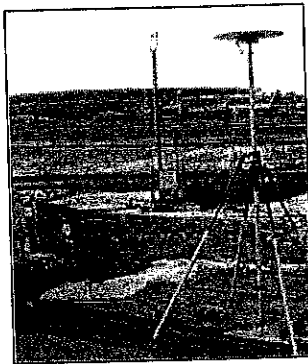


Survey and Mapping

Nelson & Pope has been providing land surveying and mapping services on Long Island for over 60 years and have amassed a tremendous library of land records over the years. Our team of experienced licensed land surveyors have vast knowledge and understanding of the field and are using state-of-the-art equipment including total station, robotic, GPS and field to finish ensuring accuracy and precision of the work. Nelson & Pope is a well-respected union surveying firm and has the reputation as being one of Long Island's leading surveying and mapping firms. We offer the following Surveying and Mapping services:



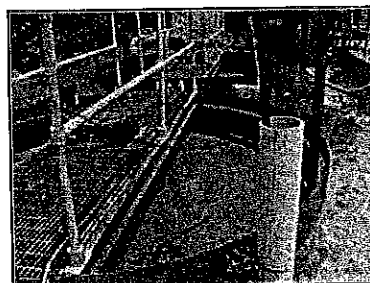
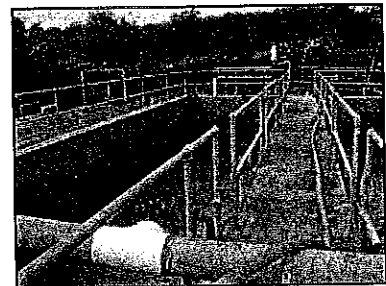
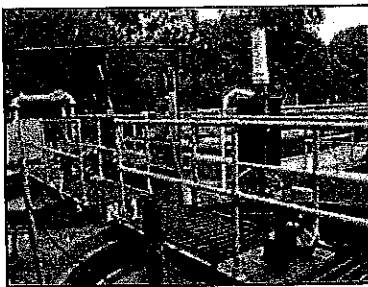
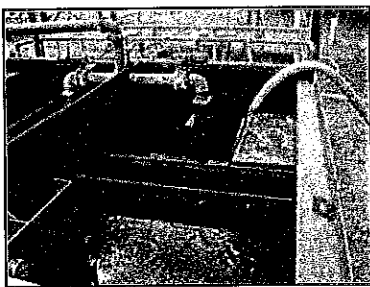
- Boundary/Right-of-Way Surveys
- ALTA/ACSM Surveys
- Title Surveys
- Construction Surveying
- GPS (Global Positioning Systems) Surveying
- Topographical Surveying and Mapping
- Underground Utility Mapping
- Acquisition Surveys
- Soundings and Hydrographic Surveys
- Tree Surveys
- As-Built Surveys
- Horizontal and Vertical Aerial Control
- Land Division and Subdivision Mapping
- Yield Mapping
- Lot Line Change Mapping
- FEMA Flood Certifications
- Monitoring Well Surveys
- Vault Surveys
- Radius Mapping
- OSHA HAZMAT Site Surveying



Water and Wastewater

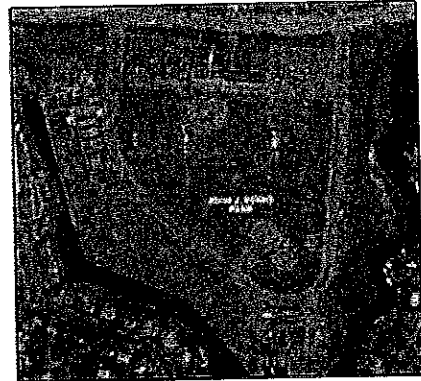
Water and Wastewater projects on Long Island have unique challenges to overcome. All of Long Island's water supply comes from underground water reserves held in aquifers. Public concern to preserve the quality of the groundwater has become the single most important factor limiting the region's growth. While the majority of Nassau County is connected to public sewers most of Suffolk County is not. The adoption of Article 6 of the Suffolk County Sanitary Code in 1981 established density and sewage facility requirements for residential and non-residential realty subdivisions and developments for the purpose of regulating nitrogen levels in groundwater. Nelson & Pope's has significant knowledge and experience with the regulations governing water and wastewater projects on Long Island. We offer the following water and wastewater services:

- Feasibility and Due Diligence Studies
- Wastewater Collection, Disposal and Treatment Alternatives
- Wastewater Collection and Disposal System Design
- Kitchen Waste and Grease Trap Design
- Wastewater Pump Station and Force Main Design
- Wastewater Treatment Plant Design
- Low Pressure Sewer System Design
- Wastewater Disposal in Pine Barrens Analysis
- Odor Control Design
- Water Distribution System and Fire Flow Analysis, Modeling and Design
- Water Service Design
- Hydrant Flow and Pressure Tests
- Water Supply Well Design
- Backflow Prevention Device Design
- Swimming Pool Design
- Chemical and Fuel Storage Facility Design
- Air Quality Discharge Permitting
- Suffolk County Department of Health Services Board of Review Applications
- Suffolk County Department of Health Services Transfer of Development Rights Applications
- Suffolk County Sewer Agency Applications
- Permitting and Regulatory Approvals

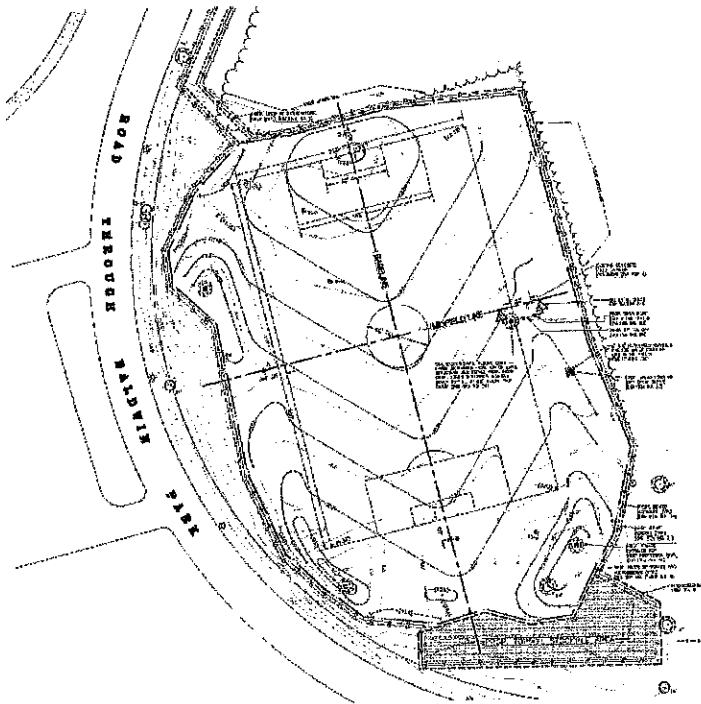
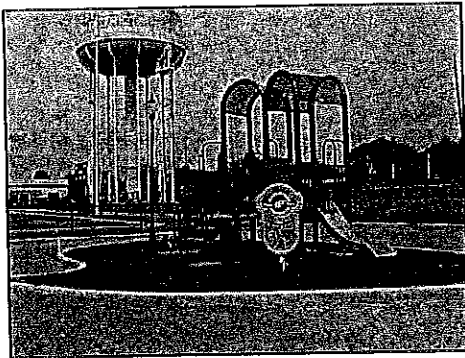


Parks and Recreation

Parks and recreation facilities play an important role in the communities of Long Island. They are a gathering place for families, friends, schools and neighborhoods. Sports fields, playgrounds, beaches, marinas, trails and passive park facilities all create a sense of place and enjoyment. Long island offers some of the most spectacular and innovative park and recreation facilities in the country and we are proud to be a part of developing them. We offer the following parks and recreation services:

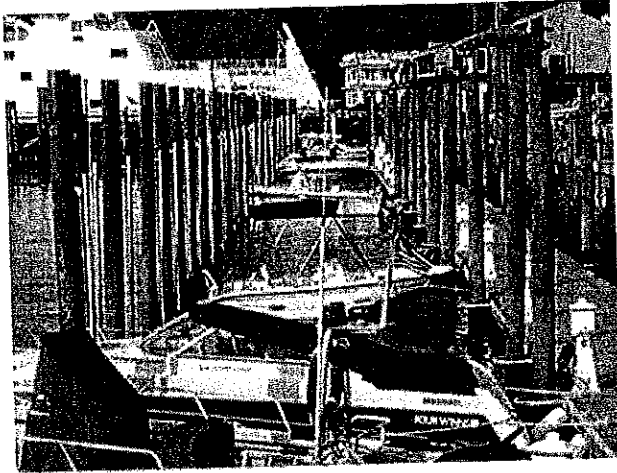


- Park and Recreation Facilities Planning, Layout and Design
- Synthetic/Natural Turf Athletic Field Layout and Design
- Athletic Field Lighting Design
- Playground Layouts
- Restrooms, Concession and Administrative Offices Design
- Parking Facilities Layout and Design
- Irrigation System Design
- Golf Course Layout and Design

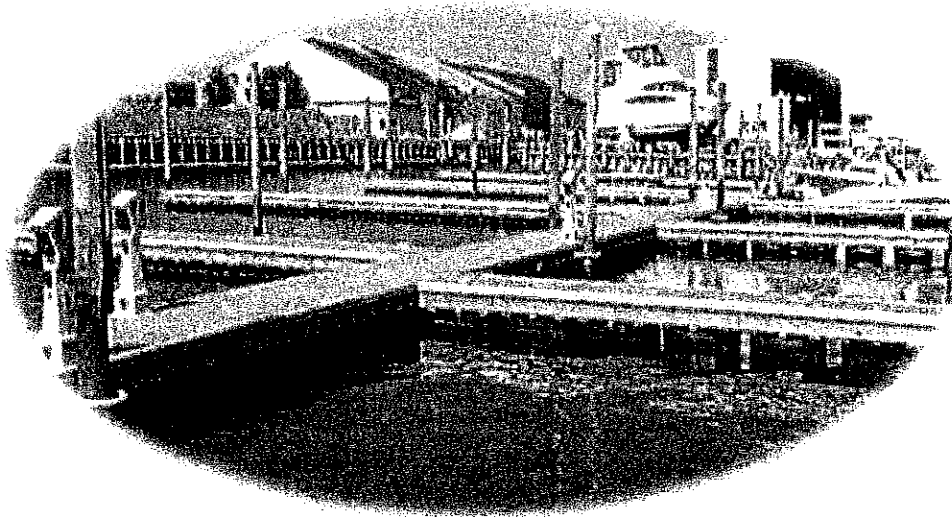


Marina and Waterfront

Long Island's beaches and waterways are regarded by many as our most important natural resource. Development and improvements on waterfront properties require specialized knowledge, care and experience with agency regulations and preparation of feasible options. A balance between design, function and nature must be reached before a project is viable. With assistance from our affiliated firm, Nelson, Pope & Voorhis, we provide all of the services necessary for obtaining permits and approvals from the applicable agencies and that are crucial to the preparation of construction documents. We offer the following waterfront and marina services:

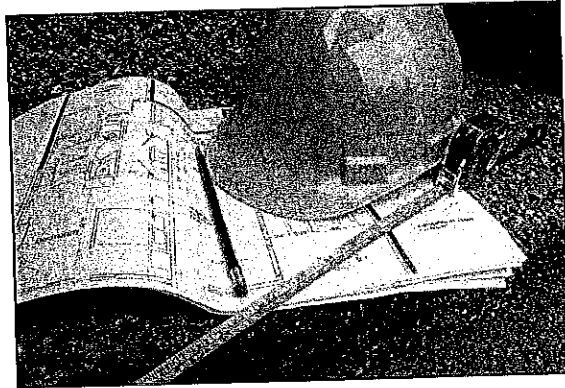


- Marina Planning, Layout and Design
- Shoreline and Bluff Stabilization Design
- Bulkhead Design
- Pier Design
- Dock and Boat Slip Design
- Floating Dock and Gangway Design
- Dredging Plans
- Beach Nourishment Plans
- Jetty Design
- Seawall Design
- Boat Launch Ramp and Lift Design
- Permitting and Regulatory Approvals



Construction Administration

The completion of a high quality construction project that is completed both on-schedule and within budget is a challenging process. Our firm is experienced in providing construction administration services on a wide array of projects. Nelson & Pope's services assist in streamlining the construction phase of a project and help to ensure compliance with applicable agency regulations and the construction documents. We offer the following construction administration services:



- Assistance during bidding
- Bid Review, Analysis and Recommendation
- Attendance at Pre-Construction/Kick-Off Meeting
- Assistance with Scheduling
- Shop Drawing Review and Processing
- Cost Estimating
- Periodic and Resident Construction Observation
- Preparation of Daily Reports of Work
- Engineering Support Services

- Review of Contract Change Order Requests
- Review of Contractor Payment Requisitions
- Assistance with Facility Startup and Testing
- Preparation of Punch List Items
- Assistance with Project Closeout
- Preparation of As-Constructed Drawings
- Certification of Constructed Work
- Preparation of Operation and Maintenance Manuals



Conventional & Alternative Fuel

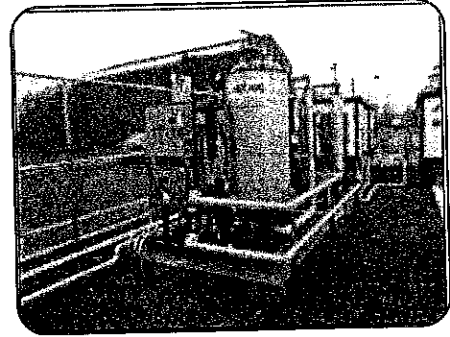
N&P's Engineers have extensive experience in the design and construction of conventional and alternative fuel infrastructure. We also provide consulting and grant administration services to fleet managers for diversifying with alternative fuel vehicles. Services include:

- Station Sizing and Design
- Compressed Natural Gas
- Liquid Natural Gas
- Hydrogen
- Propane
- Biodiesel
- E-85
- Electric Vehicle Charging Stations
- Gasoline and Diesel
- Fleet, Municipal, and Retail Stations
- Fleet Consulting
- Grant Writing and Administration

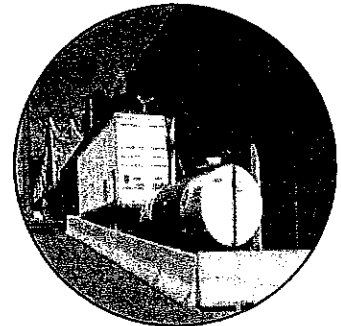
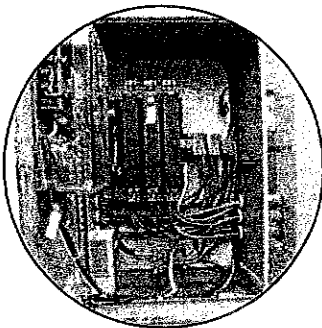


Mechanical, Electrical and Plumbing Engineering (M\E\P)

N&P provides a full range of M\E\P services for municipal and private buildings and facilities throughout the region. Our engineers provide practical, high efficiency building systems that minimize capital and operating costs while focusing on occupant comfort and convenience. N&P's M\E\P services also extend outside the building to provide a complete and coordinated system that supports the building. Beyond the building, N&P is a recognized leader in the planning, design and implementation of Alternative Fuel and Petroleum Fueling Stations. Typical M\E\P services offered include:



- Building Envelope Performance Studies
- Building Automation
- Heating, Ventilating, and Air Conditioning Systems
- Geothermal Heating and Cooling Systems
- Co-Generation Systems
- Domestic and Sanitary Plumbing
- Fuel Gas Plumbing
- Electrical Service Entrance and Distribution Systems
- Area, Task, and Decorative Lighting
- Stand-by and Emergency Power Generators
- Prime Power Fuel Cell Energy Generators
- Solar Power
- Site Lighting
- Pollution and Waste Control Systems
- Interface with Utility Companies and Metering
- Economic Operating Cost Analyses
- Fire Alarm and Fire Suppression Systems
- Low Voltage Systems and Controls
- CNG/LNG/LPG/Hydrogen Alternative Fuel Stations
- Petroleum Fuel Stations



Statement of Qualifications

Clients

Nelson & Pope serves the needs of public, retail, private, institutional and governmental client markets. Clients depend on N&P's expertise to provide solutions to meet the needs of their projects within budget and on schedule. Our diverse clientele recognizes N&P's excellence and are secure in knowing that they receive quality professional services from project inception through completion. A sample list of these clients are provided below:

106 New York Air National Guard	Hyatt Regency Long Island	NSLIJ Health System
Air & Gas Technologies	Incorporated Village of Amityville	NYC Department of Design & Construction
Aldephn University	Incorporated Village of Bellport	Oheka Castle
Amagansett Fire District	Incorporated Village of Farmingdale	Planet Fitness
Arrowhead Contracting, Inc.	Incorporated Village of Lake Success	Racanelli Construction Company
Artist Lake / Fairview HOA	Incorporated Village of Northport	Rocky Point Fire District
AvalonBay Communities, Inc	Incorporated Village of Plandome Manor	Roosevelt Island Operating Corporation
Bank of Smithtown	Incorporated Village of Southampton	Simon Property Group
Beechwood Organization	Indian Hills Country Club	St. Joseph's College
Breslin Realty	Islip Resource Recovery Agency	Stony Brook University
Canon USA Incorporated	JD Posillico	Suffolk County Department of Health Services
CBRE, Inc. for Motorola Solutions	Kimco Realty Corporation	Suffolk County Department of Public Works
City of Glen Cove	King Kullen Grocery Company, Inc.	Suffolk County Division of Real Estate
Eastport Senior Living LLC	Levittown Public Schools	Town of Babylon
Engel Burman Group	Manhasset-Lakeville Fire District	Town of Brookhaven
Fairfield Properties	Meadowbrook Pointe Development Corp.	Town of Hempstead
First Baptist Church of Riverhead	Miller's Ale House, Inc.	Town of Islip
Five Towns College	Nanz Company	Town of North Hempstead
Freeport Housing Authority	Nassau County Attorney Office	Town of Oyster Bay
Great Neck Park District	Nassau County Department of Public Works	Town of Oyster Bay Housing Authority
Great South Bay Brewery	Nassau County Parks, Recreation & Museums	Town of Smithtown
Green Cactus Mexican Grill	National Grid	Town of Southampton
Heatherwood Communities	Nesconset Center for Nursing & Rehabilitation	TriTec Real Estate Co.
Highlands at Aquebogue Homeowners Association	New York Cosmos	Valley Stream Central School district
Home Depot	New York Pet Memorial Park	Verizon - Nassau
Huntington Hospital	New York State Department of Transportation	Village Green at Sayville LLC
Huntington YMCA	Nissan of Huntington	Village of East Hills

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp X Partnership Joint Venture

 Ltd. Liability Co Closely Held Corp Other (specify)

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

Please 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.

Please 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.

N&P Construction Layout (N&P Majority Owner)

Nelson, Pope & Voorhis, LLC* (N&P Majority Owner)

HWJ Engineering & Surveying, PLLC* (N&P Majority Owner)

East Coast Geoservices* (N&P Minority Owner)

572 Walt Whitman Road Associates* (N&P Partners are Individual Owners)

Vornel Management* (N&P Majority Owner)

N&P Engineering LLC* (N&P Majority Owner)

*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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 - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

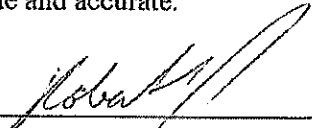
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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: 9/12/2016

Signed: 

Print Name:

Robert G. Nelson, Jr, PE

Title:

Partner

Page 4 of 4

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Nelson, Pope & Voorhis, LLC

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please 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.

Please 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.

Nelson & Pope, Engineers & Surveyors, PLLC
N&P Construction Layout* (N&P Majority Owner)
IHWJ Engineering & Surveying, PLLC* (N&P Majority Owner)
East Coast Geoservices* (N&P Minority Owner)
572 Walt Whitman Road Associates* (N&P Partners are Individual Owners)
Vornel Management* (N&P Majority Owner)
N&P Engineering LLC* (N&P Majority Owner)

*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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 - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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: 4/28/2016

Signed:



Print Name:

Carrie O'Farrell

Title:

Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: HWJ Engineering & Surveying PLLC (d/b/a Hawkins Webb Jaeger)

Address: 560 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please 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.

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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.

Nelson & Pope, Engineers & Surveyors, PLLC

Nelson, Pope & Voorhis* (N&P Majority Owner)

Vornel Management* (N&P Majority Owner)

East Coast Geoservices* (N&P Minority Owner)

N&P Construction Layout* (N&P Partners are Individual Owners)

572 Walt Whitman Road Associates, LLC* (N&P Majority Owner)

N&P Engineering LLC* (N&P Majority Owner)

*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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 - Hawkins Webb Jaeger nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - Hawkins Webb Jaeger nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - Hawkins Webb Jaeger nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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: 4/28/2016

Signed: 

Print Name: Matthew Crane, LS

Title: Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: East Coast Geoservices LLC

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture

Ltd. Liability Co Closely Held Corp Other (specify)

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

Please 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.

Please 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.

Nelson & Pope, Engineers & Surveyors, PLLC

Nelson, Pope & Voorhis* (N&P Majority Owner)

Vornel Management* (N&P Majority Owner)

HWJ Engineering & Surveying PLLC* (N&P Minority Owner)

N&P Construction Layout* (N&P Partners are Individual Owners)

572 Walt Whitman Road Associates, LLC* (N&P Majority Owner)

N&P Engineering LLC* (N&P Majority Owner)

*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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 - East Coast Geoservices nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - East Coast Geoservices nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - East Coast Geoservices nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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: 4/28/2016

Signed: Carrie O'Farrell

Print Name: Carrie O'Farrell

Title: Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: N&P Construction Layout

Address: 572 Walt Whitman Road

City, State and Zip Code: Meville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please 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.

Please 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.

Nelson & Pope, Engineers & Surveyors, PLLC
Nelson, Pope & Voorhis* (N&P Majority Owner)
HWJ Engineering & Surveying, PLLC* (N&P Majority Owner)
East Coast Geoservices* (N&P Minority Owner)
572 Walt Whitman Road Associates* (N&P Partners are Individual Owners)
Vornel Management* (N&P Majority Owner)
N&P Engineering LLC* (N&P Majority Owner)

*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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 - N&P Construction Layout nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P Construction Layout nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P Construction Layout nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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: 4/28/2016

Signed: 

Print Name: Robert G. Nelson, Jr., PE

Title: Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Vornel Management

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please 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.

Please 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.

Nelson & Pope, Engineers & Surveyors, PLLC

Nelson, Pope & Voorhis* (N&P Majority Owner)

HWJ Engineering & Surveying, PLLC* (N&P Majority Owner)

East Coast Geoservices* (N&P Minority Owner)

N&P Construction Layout (N&P Partners are Individual Owners)

572 Walt Whitman Road Associates, LLC* (N&P Majority Owner)

N&P Engineering LLC* (N&P Majority Owner)

*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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 - Vornel Management nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - Vornel Management nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - Vornel Management nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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: 4/28/2016

Signed: 

Print Name: Robert G. Nelson, Jr, PE

Title: Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: 572 Walt Whitman Road Associates, LLC

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please 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.

Please see attached

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Nelson & Pope, Engineers & Surveyors, PLLC

Nelson, Pope & Voorhis* (N&P Majority Owner)

HWJ Engineering & Surveying, PLLC* (N&P Majority Owner)

East Coast Geoservices* (N&P Minority Owner)

N&P Construction Layout (N&P Partners are Individual Owners)

Vornel Management* (N&P Majority Owner)

N&P Engineering LLC* (N&P Majority Owner)

*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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 - 572 Walt Whitman Road Associates nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - 572 Walt Whitman Road Associates nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

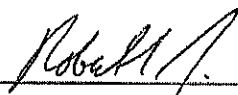
NONE - 572 Walt Whitman Road Associates nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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: 4/28/2016

Signed:



Print Name: Robert G. Nelson, Jr, PE

Title: Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: N&P Engineering LLC

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please 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.

Please 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.

Nelson & Pope, Engineers & Surveyors, PLLC

Nelson, Pope & Voorhis* (N&P Majority Owner)

HWJ Engineering & Surveying, PLLC* (N&P Majority Owner)

East Coast Geoservices* (N&P Minority Owner)

572 Walt Whitman Road Associates* (N&P Partners are Individual Owners)

Vornei Management* (N&P Majority Owner)

N&P Construction Layout (N&P Majority Owner)

*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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 - N&P Engineering LLC, nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P Engineering LLC nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

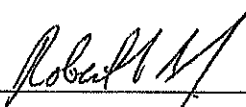
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE - N&P Engineering LLC nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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: 4/28/2016

Signed: 

Print Name: Robert G. Nelson, Jr, PE

Title: Partner

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.

Nelson & Pope et al
Partners Ownership Percentages - 01/01/2016

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	H&S-Nelson & Pope JV	N&P-GDB
Epifania, Joseph										
Nelson, Robert, Jr.										
Lembo, Thomas										
Becker, Gary										
Peterson, Gregory										
McFerran, Eric										
Dixon, Thomas										
Voorhis, Charles										
McGinn, Steven										
Eliseman, Kathryn										
O'Farrell, Corie										
Crane, Matthew										
N&P, Engineers & Land Surveyor, PLLC										
Nelson Pope & Voorhis, LLC										
H&S Engineers, Architects and Land Surveyors										
Gayton de Bruin, Land Surveying and Engineering, PC										
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

	Description of Services
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vornel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
HWJ Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
H&S-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-GDB	Provides Topographic Surveying Services to New York City Department of Design and Construction

AMENDMENT NO. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury New York 11590 (the "Department"), and (ii) Nelson & Pope Engineers & Surveyors located at 572 Walt Whitman Road, Melville, NY, 11747-2188 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H61001-01C between the County and the Firm, executed on behalf of the County on December 9, 2014, (the "Agreement"),

WHEREAS, the maximum amount of the Original Agreement was seven hundred fifty thousand dollars ("Maximum Amount");

WHEREAS, the County desires to amend the Maximum Amount; and

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

1. Amended Maximum. The Maximum Amount is amended by three hundred thousand dollars, (\$300,000.00) to a agreement maximum of one million, fifty thousand dollars (\$1,050,000) ("Amended Maximum Amount").
3. Full Force and Effect. All the terms and conditions of the 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 Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Nelson & Pope Engineers & Surveyors

By: 

Name: Robert G. Nelson Jr. PE

Title: Partner

Date: 9-12-2016

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

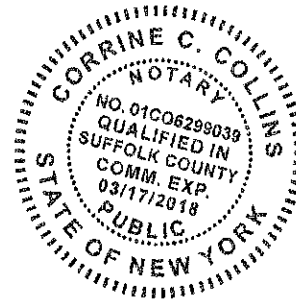
COUNTY OF ~~NASSAU~~)

Suffolk *Doc*.

On the 12 day of September in the year 2016 before me personally came ROBERT G. NELSON JR PE 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 NELSON & POE, 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

Corrine C. Collins



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

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:

Robert G. Nelson, Jr. PE (Name)

572 Walt Whitman Road, Melville, NY 11747 (Address)

(631) 427-5665 (Telephone Number)

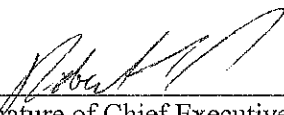
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a 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.

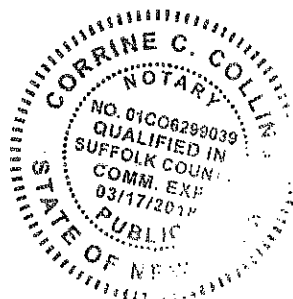
9-18-2016
Dated


Signature of Chief Executive Officer

Robert G. Nelson, Jr. PE
Name of Chief Executive Officer

Sworn to before me this

12 day of Sept, 2016.

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 Number 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 Contract. 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/WBE's") as defined in Section 101 of Local Law Number 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 to 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 (10) working days 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 along 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/WBE's.
- (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 Number 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 Number 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law Number 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 (30) days 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 recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten (10) days 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 of 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 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 Provisions (a), (b), and (c) shall so be 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 the 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 the 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 (\$25,000.00), 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 the 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 the 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 the 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 is 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 (i) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (ii) 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 the 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, the County pursuant to a County contract, 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.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Shila Shah-Gavvoudias, Commissioner

FROM: Rakhal Maitra, Deputy Commissioner

DATE: November 2, 2016

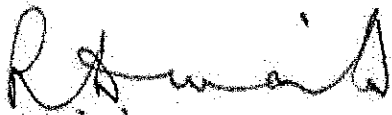
SUBJECT: On-Call Civil Engineering /Site Development Design Support Services
Capital project 63400, Senior Civil Engineer Support Staff
Agreement H61001-01C Mission 1

These services are required to insure the County has sufficient staff to review and process for bidding Design and Construction documents required by Nassau County constituents. These reviews insure design projects advance to construction in a timely fashion. The request is for a continuation of Senior Civil Engineering Design Support services to supply a senior civil engineer in support of the Civil Engineering /Site Development Design Unit. The unit has approximately twenty (20) active design projects. Most of these projects are community requested and based. In addition there are road resurfacing and a bridge improvement projects that are slated to receive Federal Reimbursement of construction costs. These Federally Reimbursed projects have very stringent deadlines for the submittal plans and other documents. If these submittal deadlines are not met the federal funds could be lost. In order to insure these projects advance to construction in accordance with the federal and state approvals an increase in the engineering staffing is needed. This encumbrance will provide an increase in staffing for approximately twelve (12) months which will enable the County to meet the federal aid deadlines and insure the County receives the federal funds.

We are requesting authorization to use the Department's Agreement Number H61001-01C with Nelson & Pope to supply the engineering services required for completion of the above referenced projects work. This service will not be used to review any work performed by Nelson & Pope.

The cost of this engineering service is \$50,000.00. This amount will be encumbered from the Nassau County Capital Project Number 63400, any remaining funds will be disencumbered at the end of the project.

If you approve of this project, please sign below and we will proceed accordingly.

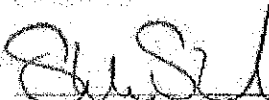


Rakhal Maitra
Deputy Commissioner

RM:las

c: Kenneth G. Arnold, Assistant to Commissioner
Donna Boyle, Civil Engineer III

APPROVED:


Shila Shah-Gavvoudias
Commissioner

11/1/16
Date

DISAPPROVED:

Shila Shah-Gavvoudias
Commissioner

Date



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: August 5, 2016

SUBJECT: On-Call Civil Engineering /Site Development Design Support Services
Capital project 61587, Work Order Resurfacing Pavement Marking Plans,
Agreements H61001-01C, H61001-03C, H61001-05C, H61001-06C

A mission statement was issued to the seven (7) firms with a Civil Site On-Call agreement. This mission was to support the Traffic Engineering Unit in the development of Pavement Marking Plans for seven (7) Work Orders being issued to Carlo Lizza and Sons Paving, Inc. The roads are Ocean Avenue, Covert Avenue, Shelter Rock Road, Selfridge Avenue, Broadway, Carman Avenue, and Westbury Avenue. In order to meet the requested timeline to prepare and issue these plans an increase in the engineering staffing is needed. Ocean Avenue, Covert Avenue, Shelter Rock Road, and Selfridge Avenue received five (5) responses. Broadway and Carman Avenue received four (4) responses. Westbury Avenue received six (6) responses. The attached spreadsheet outlines who responded for each road and which roads each firm was selected to prepare the Pavement Marking Plans for. Each set of Pavement Marking Plans submitted will then need reviewed by a County staff member or representative. An alternative firm was selected to review the Pavement Marking plans just in case County staff is not available at the time of their submission in order not to delay the work orders.

The resurfacing program's goal is to rehabilitate existing roads in order to extend their service life. This maintains capacity while not increasing paved surfaces. New pavement markings are installed after the road is resurfaced. Resurfacing provides the motorist with a smooth road surface, and a clearly defined traveled way, which decreases accidents and driver frustrations.

The received responses were reviewed by Deputy Commissioner, Rakhal Maitra, P.E.; Civil Engineer III, Donna Boyle, P.E. and Title, Richard Iadevaio. Due to the consolidated design schedule the review committee determined it would be unlikely that a single firm would be able to meet the proposed timeline. A decision was made to award the work to multiple firms. The above referenced spreadsheet details and which roads each firm was selected to prepare the Pavement Marking Plans for.

We are requesting authorization to use the Civil/Site On-Call Agreements to supply the Traffic Engineering Unit services required for completion of the above referenced project work. The cost of these engineering services is listed below and will be encumbered as a lump sum for this work, as outlined in the table. These amounts will be encumbered from the Resurfacing Various County Roads, Capital Project Number 61587, any remaining funds will be disencumbered at the end of the projects.



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

August 5, 2016

Page 2

SUBJECT: On-Call Civil Engineering /Site Development Design Support Services
Capital project 61587, Work Order Resurfacing Pavement Marking Plans,
Agreements H61001-01C, H61001-03C, H61001-05C, H61001-06C

Design Task

Road	Limits	Firm	Agreement	Cost
Ocean Avenue	50' +/- south of Sunrise Highway to the LIRR	LiRo	H61001-05C	\$ 7,000.00
Covert Avenue	LIRR, Steward Manor Line, to Monroe Street	Nelson & Pope	H61001-01C	\$ 11,500.00
Shelter Rock Road	Northern State Parkway Bridge to Wimbledon Drive	Lockwood Kessler & Bartlett, Inc.	H61001-03C	\$ 5,000.00
Selfridge Avenue	Stewart Avenue to south water line of Ellington Avenue	Lockwood Kessler & Bartlett, Inc.	H61001-03C	\$ 4,000.00
Broadway	Route 878 to western curb of Harris Street (NYC line)	LiRo	H61001-05C	\$ 7,000.00
Carman Avenue	Old Country Road to Cypress Lane	LiRo	H61001-05C	\$ 7,000.00
Westbury Avenue	Glen Cove Road to Roslyn Road	Nelson & Pope	H61001-01C	\$ 6,800.00

Office of the County Executive

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

August 12, 2016

Page 3

SUBJECT: On-Call Civil Engineering /Site Development Design Support Services
Capital Project No. 61587, Work Order Resurfacing Pavement Marking Plans,
Agreement Nos. H61001-01C, H61001-03C, H61001-05C, H61001-06C

Review Task

Road	Limits	Firm	Agreement	Cost
Ocean Avenue	50' +/- south of Sunrise Highway to the LIRR	Nelson & Pope	H61001-01C	\$ 1,000.00
Covert Avenue	LIRR, Steward Manor Line, to Monroe Street	LiRo	H61001-05C	\$ 2,750.00
Shelter Rock Road	Northern State Parkway Bridge to Wimbledon Drive	LiRo	H61001-05C	\$ 1,500.00
Selfridge Avenue	Stewart Avenue to south water line of Ellington Avenue	LiRo	H61001-05C	\$ 1,500.00
Broadway	Route 878 to western curb of Harris Street (NYC line)	Nelson & Pope	H61001-01C	\$ 1,500.00
Carman Avenue	Old Country Road to Cypress Lane	Nelson & Pope	H61001-01C	\$ 1,000.00
Westbury Avenue	Glen Cove Road to Roslyn Road	Gibbons Esposito & Boyce	H61001-06C	\$ 1,215.00

If you approve of this approach, please sign below and we will proceed accordingly.


Richard P. Millet
Chief Deputy Commissioner

RPM:RM:KGA:ac

Attachment

c: Shila Shah-Gavnaudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Rakhal Maitra, Deputy Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Donna Boyle, Civil Engineer III

APPROVED:

DISAPPROVED:


Richard R. Walker
Chief Deputy County Executive

8/11/16
Date

Richard R. Walker
Chief Deputy County Executive

Road	L&B	Bowtie	L&R	N&P	GES	H&Ks	additional cost due to not selecting lowest of top 3 firms
Ocean Ave	N/A	\$ 6,500.00	\$ 7,000.00	\$ 2,500.00	\$ 18,910.00	\$ 25,400.00	\$ 4,500.00
Covett Ave	\$ 27,000.00	N/A	\$ 12,000.00	\$ 14,500.00	\$ 27,460.00	\$ 16,800.00	lowest selected
Shelter Rock Road	\$ 5,800.00	N/A	\$ 7,000.00	\$ 3,000.00	\$ 11,190.00	\$ 7,300.00	\$ 2,000.00
Selfridge Ave	\$ 4,000.00	N/A	\$ 7,000.00	\$ 2,500.00	\$ 15,190.00	\$ 7,300.00	\$ 3,500.00
Broadway	N/A	N/A	\$ 7,000.00	\$ 5,500.00	\$ 13,450.00	\$ 7,300.00	\$ 1,500.00
Carman Ave	N/A	N/A	\$ 7,000.00	\$ 2,500.00	\$ 24,822.50	\$ 7,300.00	\$ 4,500.00
Westbury Ave	\$ 12,000.00	\$ 5,500.00	\$ 15,000.00	\$ 6,800.00	\$ 9,472.50	\$ 25,200.00	lowest selected
						Total additional costs as selected:	\$14,000.00

Logix
Technically best firm was LGI

Each team was selected for a road, after selection the team was eliminated from consideration technically the team was like

pat@swinsbury.com
www.swinsbury.com

LINE	1.835	2
N&P	1.958	2
Line	2.250	3
GPB	2.793	1
BOWNE	2.875	1
HALS	3.750	1

Training performed using the new May 2004 Publishing Design

Firm performing review may not be firm performing Design						Eastern Firm		additional cost due to not selecting lowest of top 3 firms
LKB	Bowne	LRG	MRP	CEB	Hels			
N/A	N/A	\$ 1,900.00	\$ 1,000.00	\$ 1,932.50	\$ 3,600.00	lowest selected		
\$ 32,000.00	N/A	\$ 2,750.00	\$ 2,900.00	\$ 10,977.50	\$ 2,400.00	lowest selected		
\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 4,388.00	\$ 1,200.00	\$	500.00	
\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 5,925.00	\$ 1,200.00	\$	500.00	
N/A	N/A	\$ 2,500.00	\$ 1,500.00	\$ 5,167.50	\$ 1,200.00	Lowest selected		
N/A	N/A	\$ 1,500.00	\$ 1,000.00	\$ 5,205.00	\$ 1,200.00	lowest selected		
\$ 21,000.00	N/A	\$ 2,750.00	\$ 2,800.00	\$ 1,725.00	\$ 3,600.00	4th firm selected lowest cost		

Total additional costs as selected

Realized savings on project \$5,700.00

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: September 16, 2016

SUBJECT: Recommendation to Amend Consultant Services Agreement (Nelson & Pope)
On-call Civil Engineering and Site Development Design and Support Services
Agreement Number H61001-01C

The County has exceed the approved cap on the above agreement. The County will need to utilize this agreement for its remaining service life in order to continue to use this agreement the Department is requesting approval to increase the Agreements not to exceed cost by 300,000.00.

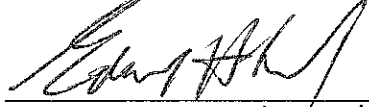
It is recommended the County modify the existing agreement by executing this amendment.


Shila Shah-Gavnoudias
Commissioner

SSG:RM:ac

c: Rakhal Maitra, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner
Donna Boyle, Civil Engineer III

APPROVED:

 9/16/2016
Richard R. Walker *Edwinal Boyd* Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2016

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 PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Alyson Lavery PHONE (A/C, No, Ext): 516-869-8788 E-MAIL: ADDRESS:		FAX (A/C, No): 1-516-706-2973
INSURED NPENGIN N & P, Engineers & Land Surveyor, PLLC 572 Walt Whitman Road Melville, NY 11747		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Trumbull Insurance Company		
		INSURER B: Berkley Insurance Company		
		INSURER C: Continental Insurance		35289
		INSURER D: Travelers Indemnity Company		25658
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 186969216

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	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Indep Contractor GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6020187116	8/14/2016	8/14/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/PROP AGG	\$2,000,000
							EMP BEN.	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			12UENBJ3980	8/14/2016	8/14/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			ZUP81M3928116NF	8/14/2016	8/14/2017	EACH OCCURRENCE	\$8,000,000
							AGGREGATE	\$8,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	PROFESSIONAL LIABILITY			AEC900767502	3/8/2016	3/8/2017	\$2,000,000 \$4,000,000	PER CLAIM AGGREGATE

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

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

NASSAU COUNTY DPW
1194 PROSPECT AVENUE
WESTBURY NY 11590-2723

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

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert Nelson, Jr. Partner
Name and Title of Authorized Representative

9/12/16
m/d/yy

Signature

9/12/2016
Date

N^oP Engineers' Land Survey P.C. (d/b/a Nelson's Pape)
Name of Organization

572 W 4th Whitman Rd, Melville, NY 11747
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily 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.

Contract ID#: H61001-01C

CFPW1400005.7
Department: Public Works**CF (Capital)****E-257-14F****Contract Details**NIFS ID #: CFPW 1400005.7 NIFS Entry Date: 10/29/14 Term: from Execution to 2 years

SERVICE: Design Agreement

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Nelson and Pope	Vendor ID# 11-3551992
Address 572 Walt Whitman Road, Melville, NY, 11747	Contact Person Joseph Epifania, P.E. Phone (631)-427-5665

County Department
Department Contact Donna Boyle
Address 1194 Prospect Avenue, Westbury, NY 11590 Phone 571-6817

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	10/29/14	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	10/29/14	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	10/30/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
10/29/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/12/14	[Signature]	
11/12/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/12/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fwd'd Original Contract to CA <input type="checkbox"/>	11/18/14	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	11/24/2014	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>		[Signature]	80 11/25/14
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/18/14	[Signature]	

Contract Summary

Description:	"On-Call" Civil Engineering and Site Development Design and Support Services Agreement
Purpose:	This project work exceeds the current staffing levels of in house personnel. This work requires increases in manpower commitment, and specific technical expertise. Given our present workload and our limited capacity to provide the engineering services required, we recommend that "on-call" consulting engineering firms be retained to perform the necessary civil engineering and site development design and support services.
Method of Procurement:	DPW followed standard Nassau County procedures for retaining professional engineering services.
Procurement History:	The Department followed Nassau County procurement procedure. Responses were evaluated by a team of Professional Engineers and a recommendation was forwarded and approved.
Description of General Provisions:	The County obtained qualifications from engineering firms to provide "on-call" Civil Engineering and Site Development design services consisting of surveying, engineering analysis, AutoCAD drafting, design and estimate of quantities for the development of engineering plans.
Impact on Funding / Price Analysis:	Project funding will be from appropriate Capital Project. Selected firm was one of seven who were determined to be the best value for the County.
Change in Contract from Prior Procurement:	Not Applicable
Recommendation: (approve as submitted)	Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	63
Resp:	400
Object:	00002
Transaction:	CF

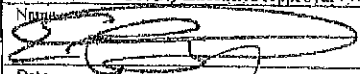
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$ 0.01
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/63400/00002	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Donna Boyle

Date: 22-October-14

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.		 Date: Nov. 18, 2014 (For Office Use Only)	
Name		Name		Date	
Date	11/11/14	Date	11/11/14		

E #:

E-257-14

RULES RESOLUTION NO 289 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PUBLIC WORKS AND NELSON AND
POPE ENGINEERS AND SURVEYORS, PLLC

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 12-7-14

VOTING:

ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Nelson and Pope Engineers, and Surveyors, PLLC to provide "On-
Call" Civil Engineering and Site Development services, a copy of which is
on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Nelson and Pope Engineers, and Surveyors, PLLC

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND NELSON AND POPE ENGINEERS AND SURVEYORS, PLLC

WHEREAS, the County has negotiated a personal services agreement with Nelson and Pope Engineers, and Surveyors, PLLC to provide “On-Call” Civil Engineering and Site Development services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Nelson and Pope Engineers, and Surveyors, PLLC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: October 31, 2014

SUBJECT: Recommendation to Engage Consultant Services
"On-Call" Civil Engineering and Site Development Design and Support
Services-Agreement Number H61001-0XC

The County obtained qualifications from engineering firms to provide "On-call" Civil Engineering and Site Development design services consisting of surveying, engineering analysis, AutoCAD drafting, design, estimate of quantities for the development of engineering plans and supplying staff members.

This project work exceeds the current staffing levels of in-house personnel. This work requires increases in manpower commitment, and specific technical expertise. Given our present workload and our limited capacity due to staffing reductions to provide the engineering services required, we recommend that "on-call" consulting engineering firms be retained to perform the necessary civil engineering and site development design and support services.

In accordance with County Executive Order Number 1-1993 and the Board of Supervisor's Resolution 928-1993, we have evaluated proposals from nineteen (19) engineering firms who submitted qualifications to be chosen for this work. A team of five (5) – Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Kenneth G. Arnold, P.E., Assistant to Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner, and Donna Boyle, P.E. Civil Engineer III, conducted the consultant evaluations. At the completion of the review, the following technical ranking was established:

<u>FIRM NAME</u>	<u>TECH. RANK</u>	<u>TECH. SCORE</u>
GPI	1	89.20
N&P	1	89.20
LKB	3	87.80
HAKS	4	86.20
GEB	5	85.80
Bowne	6	85.60
LiRo	7	83.20
deBruin Eng.	8	81.00
Cameron	9	78.60
H2M	10	78.40
D&B	11	77.40
Cashin	12	77.20
RBA	13	74.00
LKMA	14	73.60
Gayron deBruin	15	73.40



October 31, 2014

Page two

Re: Recommendation to Engage Consultant Services
"On-Call" Civil Engineering and Site Development Design and Support
Services-Agreement Number H61001-0XC

<u>FIRM NAME</u>	<u>TECH. RANK</u>	<u>TECH. SCORE</u>
Hirani	16	73.20
Grillo	17	71.60
Scheider	18	65.20
Sokolowski & Sartor	19	62.80

Based on score and previous On-Call responses, the Department is recommending that the top seven (7) firms (GPI, N&P, LKB, HAKS, GEB, Bowne, LiRo) be offered an On-Call Agreement. A technical rating of this amount by the rating committee insures the firm has the staff, skill, and expertise, as well as, demonstrates the required technical experience, familiarity, and understanding that is needed to successfully design these projects. The total cost of above agreements is not anticipated to exceed \$5,250,000.00. This action is considered the best value for the County, as well as fair and reasonable for the professional services to be rendered. Funding for said services will be provided under the appropriate Capital Project Number.

Since the proposed agreements are expected to exceed twelve (12) months in duration and cost \$750,000.00 each, the Department will begin processing of the firm's on-call agreements. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.


Richard P. Millet
Chief Deputy Commissioner

RPM:RM:|a|

c: Shila Shah-Gavnaudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Donna Boyle, Civil Engineer III

APPROVED:

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

Richard R. Walker
Chief Deputy County Executive

REQUEST TO INITIATE

RTI Number 14-0305

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC
☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: Civil Engineering and Site Development n-Call AgreementsDepartment: Public Works Project Manager: Donna BoyleDate: 23-Oct-14Service Requested: Processing of 7 on Call Agreements, Firms N&P; GPI; LKB; Haks; GEB; Bowne; LiRoJustification: No Nassau County staff

Requested by: _____ Department/Agency/Office _____

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) Plan/Design \$ 0.07
Circle appropriate phaseTotal Project Cost: \$ 7,500,000
Includes, design, construction and CMDate Start Work: ASAP
Phase being requestedDuration: 2 years
Phase being requestedCapital Funding Approval: YES ☒ NO ☐VARIOUS
SIGNATURE10/14/14
DATEFunding Allocation (Capital Project): 63400
See Attached Sheet if multiyear ☐NIFS Entered: _____
SIGNATURE DATEAIM Entered: _____
SIGNATURE DATEFunding Code: _____
use this on all encumbrancesTimesheet Code: _____
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or Environmental Assessment Form Required ☐617.5 18,2 Supplemental Environmental Documentation _____Department Head Approval: YES ☒ NO ☐[Signature]
SIGNATUREDCE/Ops Approval: YES ☐ NO ☐[Signature]
SIGNATURE

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

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES NO Signature _____



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: Nelson and Pope

CONTRACTOR ADDRESS: 572 Walt Whitman Road, Melville, NY,
11747

FEDERAL TAX ID #: 11-3551992

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 _____ [newspaper advertisement, , mailing, etc.]. 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 technical-ranking proposer was selected.

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

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

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

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

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

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

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

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

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

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

VI. __ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For

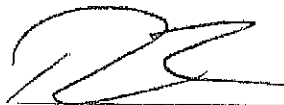
any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

10/29/14
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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: October 29, 2014

SUBJECT: CSEA Notification of a Proposed DPW Contract/Agreement
Agreement Numbers: H61001-01C; H61001-02C; H61001-03C; H61001-04C
H61001-05C; H61001-06C; and H61001-07C

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

1. DPW plans to recommend seven (7) each Civil Engineering and Site Development On-Call agreements because:

This project work exceeds the current staffing levels of in-house personnel. Given our present workload and our limited capacity to provide the engineering services required.

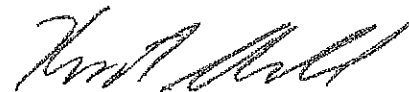
2. The work involves the following:

The development of design plans, construction estimates and special specifications for roads, bridges, drainage facilities, or various other county infrastructures. These services will also include providing Civil Engineers, Landscape Architectures, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the Department's Civil Engineering and Site Development staff.

3. An estimate of the cost is: \$7,500,000.00

4. An estimate of the duration is: Two (2) years

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


Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:WSN:lal

c: Christopher Fusco, Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Donna Boyle, Civil Engineer III



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Nelson & Pope
Address: 572 Walt Whitman Road
City and State: Melville, New York Zip Code 11747

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

3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☒ Ltd Liability Company ☐ Closely Held Corp. ☐ Other (specify)

4. List names and address 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 sheet (s) if necessary)

Please See Attached Sheet

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

Please See Attached Sheet

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Nelson, Pope & Voorhis, LLC (N&P Majority Owner) 572 Walt Whitman Road Associates (N&P Partners are Individual Owners)
HWJ Engineering & Surveying, PLLC (N&P Majority Owner)
East Coast Geoservices (N&P Minority Owner, through ownership of NPV)
Vornel Management (N&P Majority Owner)

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10-27-2014

Signed: [Signature]

Print Name: Robert C. Nelson Jr PE

Title: Partner

N&P ENGINEERS & LAND SURVEYOR, PLLC
d/b/a NELSON & POPE, ENGINEERS & SURVEYORS (N&P)

JOSEPH EPIFANIA
[REDACTED]
[REDACTED]

GARY BECKER
[REDACTED]
[REDACTED]

ROBERT NELSON, JR.
[REDACTED]
[REDACTED]

GREGORY PETERMAN
[REDACTED]
[REDACTED]

THOMAS LEMBO
[REDACTED]
[REDACTED]

THOMAS DIXON
[REDACTED]
[REDACTED]

ERIC MCFERRAN
[REDACTED]
[REDACTED]

NELSON, POPE & VOORHIS, LLC (NPV)

CHARLES J. VOORHIS, CEP, AICP
[REDACTED]
[REDACTED]

KATHRYN J. EISEMAN, AICP
[REDACTED]
[REDACTED]

STEVEN MCGINN
[REDACTED]
[REDACTED]

CARRIE O'FARRELL
[REDACTED]
[REDACTED]

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of NPV)

Note: Refer to attached sheet for ownership percentages.

HWJ ENGINEERING & SURVEYING, PLLC (HWJ)

MATTHEW CRANE
[REDACTED]
[REDACTED]

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of HWJ)

Note: Refer to attached sheet for ownership percentages.

N&P CONSTRUCTION LAYOUT

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of N&P Construction Layout)

Note: Refer to attached sheet for ownership percentages.

EAST COAST GEOSCIENCE, LLC (ECG)

CHARLES J. VOORHIS, CEP, AICP
[REDACTED]

KATHRYN J. EISEMAN, AICP
[REDACTED]

STEVEN MCGINN
[REDACTED]

CARRIE O'FARRELL
[REDACTED]

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of ECG)

Note: Refer to attached sheet for ownership percentages.

572 WALT WHITMAN ROAD ASSOCIATES, LLC (572)

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of 572)

CHARLES J. VOORHIS, CEP, AICP
[REDACTED]

Note: Refer to attached sheet for ownership percentages.

VORNEL MANAGEMENT

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of Vornel)

CHARLES J. VOORHIS, CEP, AICP
[REDACTED]

Note: Refer to attached sheet for ownership percentages.

Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2014

	N & P Engineers & Land Surveyor, PLLC 4816 Nelson & Pope	Nelson Pope & Voths, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vorad Management Services, LLC	HVJ Engineering & Surveying PLLC 4816 Hawkins Webb Jaeger	East Coast Geoservices LLC	Harris-Nelson & Pope JV	N&P-G48
patricia, Joseph									
Robert, Jr.									
antho, Thomas									
edgar, Gary									
sternman, Gregory									
effernat, Eric									
don, Thomas									
edulis, Charles									
eGlin, Steven									
senana, Kalayya									
Pamela, Carrie									
ane, Matthew									
LP, Engineers & Land Surveyor, PLLC									
son Pope & Voths, LLC									
es Engineers, Architects and Land Surveyors									
yon de Brin, Land Surveying and Engineering, PC									
N & P Engineers & Land Surveyor, PLLC									
son Pope & Voths, LLC									
P Construction Layout									
Walt Whitman Road Associates, LLC									
ted Management									
J Engineering & Surveying PLLC									
East Coast Geoservices LLC									
son Nelson & Pope JV									
P-G48									
1 & Broadhead Number									
Cuda									
CS Code									

Provides engineering & surveying to Nelson Pope & Voths and Hawkins Webb & Jaeger and general public
Provides environmental consulting services to Nelson & Pope and Hawkins Webb & Jaeger and general public
Provides surveying services to Nelson & Pope exclusively
Owns buildings leased by Nelson & Pope exclusively
Provides management services to Hawkins Webb & Jaeger exclusively
Provides architectural, engineering & surveying services to Nelson & Pope and Nelson Pope & Voths and general public
Provides drilling/well sampling services to Nelson & Pope, Nelson Pope & Voths, Hawkins Webb Jaeger and general public
Environmental Consulting on Call services for Nassau County, NY
Provides Topographic Surveying services to New York City Department of Design and Construction

3711 & 3713 (Engineering & Surveying Services)
5413301 (Engineering Services)

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Robert G. Nelson, Jr., PE, Partner

(Name)

572 Walt Whitman Road, Melville, NY 11747

(Address)

(831) 427-6665

(Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state, and local laws.

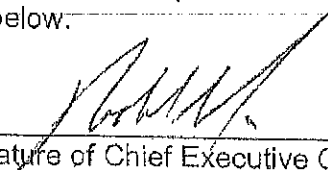
3. In the past five years, Proposer/Bidder _____ has ^X _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, 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 Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder 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.

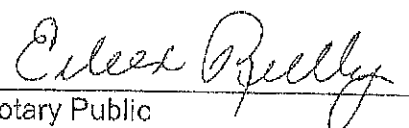
10-27-2014
Dated


Signature of Chief Executive Officer

Robert A. Nelson Jr. PE
Name of Chief Executive Officer

Sworn to before me this

27th day of October, 2014.


Notary Public

EILEEN REILLY
Notary Public, State of New York
No. 4735737
Qualified in Suffolk County
Commission Expires 5/31/15

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and Nelson & Pope Engineers & Surveyors having its principal office at 572 Walt Whitman Road, Melville, NY, 11747-2188, (the "Firm").

WITNESSETH:

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

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

WHEREAS, the Firm desires to perform the services described in this Agreement.

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate 24 months from the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of **the development of design plans, construction estimates and special specifications for roads, bridges, drainage facilities, or various other county infrastructures**. These services could also include providing **Civil Engineers, Landscape Architectures, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides** to support the departments **Civil Engineering and Site Development** staff. The specific work divisions and deliverables related to this project are to be considered "on-Call" in nature and will be more particularly described in the "Detailed Scope of Services," provided with each solicitation for work under this agreement. Each request for work will hereby be made a part under Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Appendix "A", (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

- (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs, renderings, Building Information Modeling (BIM) and Laser Scanning as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
- (6) Other expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Seven Hundred Fifty Thousand dollars and no cents. (750,000.00)

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm

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

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

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

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

(f) Payments Relating to Services Rendered by Subconsultants. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by Subconsultants in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no

copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the

County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) ~~Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.~~

(iii) It shall be a continuing obligation of the Firm 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 Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

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

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

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

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subconsultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

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

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

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

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

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and thirty three dollars (\$533) 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 Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venture associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of

undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venture hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venture associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

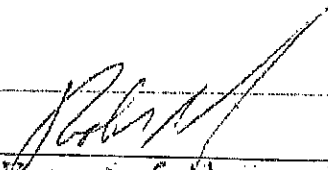
22. Executory Clause. Notwithstanding any other provision of this Agreement:

(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.

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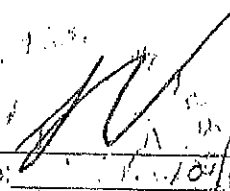
IN WITNESS WHEREOF, the Firm and the County have executed this Agreement
as of the date first above written.

By: 
Name: ROBERT G. NELMS JR. PE


Title: PARTNER

Date: 10-27-2014

NASSAU COUNTY

By: 
Name: 10/9/14

Title: Richard R. Walker
Chief Deputy County Executive

 Deputy County Executive

Date: 12/9/14

PLEASE EXECUTE IN BLUE INK

[Note to Departments: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

(STATE OF NEW YORK)

ss.:

(COUNTY OF ~~NASSAU~~)
SUFFOLK

On the 27th day of October in the year 2014 before me personally came Robert Q. Nelson Jr. 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 Nelson & Pease Engineers & Surveyors 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.

Eileen Reilly
NOTARY PUBLIC

EILEEN REILLY
Notary Public, State of New York
No. 4735737
Qualified in Suffolk County
Commission Expires 5/31/15

(STATE OF NEW YORK)

ss.:

(COUNTY OF NASSAU)

On the 9 day of December in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE3259026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT A
Division I

Introduction:

Basic Services of the "On-Call" Civil Engineering and Site Development Firm

These services may involve providing analysis, AutoCAD drafting, design and cost estimating on an as needed basis for various Civil Engineering and Site Development projects. The scope of services required for a particular project will be identified, described in writing and distributed to the successful firms for consideration. Each firm will submit a letter proposal for review/evaluation by the Department. The letter proposal shall include proposed staffing resumes. The selected firm shall abide by all aspects of the response provided to the letter proposal. After review of the letter proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

The following is a list of tasks the Firm may be requested to perform in a "scope of services". Any or all of these tasks may be required in the projects "scope of services".

Division II

Design Services

SCOPE OF SERVICES

A. Overview

Upon direction, and subject to the written direction, control and supervision of the Nassau County Commissioner of Public Works (hereinafter referred to as the "Commissioner"), and appropriation of funds and encumbrance thereof by the County Comptroller for the required purpose, the Firm is hereby engaged to perform the identified Scope of services, in accordance with the applicable tasks description.

B. Horizontal Control

Establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. **Before the survey work is started, the Firm shall submit their procedure to the County for approval.** The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

C. Vertical Control

Provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the

County for review, when completed.

D. Base Map

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in Tasks B and C; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other man made structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

E. Detail Map

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

F. Right-of-Way Maps

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.
2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form supplied by Nassau County DPW for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner. Descriptions should be delivered to the County on a computer disc.
3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

G. Design Plans

The firm shall develop an alignment on the Base and Coordinated Detail Map to approximately duplicate the existing geometry of the project site or expected hydrological conditions. Typically the road cross section shall be as existing. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. Based upon the above criteria, the Firm shall:

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper ½ of the drawing and the horizontal alignment on the lower ½.

Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.
4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

H. Soils Investigations and Reports

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.
2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.
3. This will be considered extra work, and reimbursement for this work shall be in accordance with Exhibit B, Item VI, Part D, Reimbursement and Fees for Special Consultant Services and Extra Work, Task 1.

I. Coordination with Public and Private Utilities

1. Contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.
2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.

J. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works, which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.
2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task H- Soils Investigations and Reports, shall be incorporated into the Design Plans.
3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.
4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.
5. Prepare a final estimate of construction costs based on current prices for neat quantities.
6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.
7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

K. Load Rating Analysis after Construction of Preferred Alternative

When requested in writing by the Commissioner, the Firm shall provide a "Level One" load rating in the current required NYSDOT standard format.

L. Preparation of Documentation

When requested in writing by the Commissioner, the Firm shall prepare the documents needed for the project to qualify for Transportation Act funding.

1. Documents required for "transportation act funding. (examples are Design Report, and Construction Management Plan).

2 Conversion of design documents from 2009 Standard Specifications and Detail sheets for Civil Engineering and Site Development Construction to New York State Standard Specifications.

EXHIBIT B

Progress Payments for Design Services

- (1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid at a rate of Two point Five zero (2.50) times the direct salaries, in monthly installments up to 40% of the base design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.
- (2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task G, the Firm shall be paid at a rate of Two point Five zero (2.50) times the direct salaries, in monthly installments up to an accumulated total of 80% of the base design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the base design fee as outlined above.
- (3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid an additional sum equal to 5% of the said base design fee based on the Engineers Estimate at that time.
- (5) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the base design fee.
- (6) If an award of contract is not made within two (2) years after the plans and contract documents have been completed and accepted in writing by the Commissioner, the Firm shall be deemed to have earned full payment for the design services in accordance with the terms of this Agreement. Acceptance of final payment under this clause shall preclude the Firm from further payment.

K. Payment for the Level One Load Rating Analysis as described in Exhibit A, the Firm shall be paid on the basis of Two point Five zero (2.50) times the actual salary of the technical personnel engaged in the work.

L. A Payment for the preparation of various documents as described in Exhibit A, the Firm shall be paid on the basis of Two point Five zero (2.50) times the actual salary of the technical personnel engaged in the work.

L. B Payment for the conversion of contract documents as described in Exhibit A, the Firm shall be paid on the basis of Two point Five zero (2.50) times the actual salary of the technical personnel engaged in the work.

In addition, the Firm shall be reimbursed for prior approved, out-of-pocket expenses.

Item IV, Part D. REIMBURSEMENT AND FEES FOR SPECIAL CONSULTANT SERVICES AND EXTRA WORK

1. For its services described in Exhibit A, Division II, Task H- Soils Investigations and Reports, the Firm shall be paid for at the rate of Two point Five zero (2.50) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work.

2. The following services (a through f), upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, shall be paid for at the rate of Two point Five

zero (2.50) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work. In addition, the Firm shall be reimbursed for prior approved, out-of-pocket expenses incurred.

a. For the time expended by technical personnel engaged in the preparation and solicitation of proposals and the administration and supervision of the work of such sub-consultants.

b. Additional control survey work required specifically for the preparation of aerial photography exclusive of the work described in Exhibit A Division II, - DESIGN SURVEYS.

c. The inclusions of traffic electrical control systems, if required in the contract documents, as outlined in Exhibit "A" - Task I Co-ordination with Public and Private Utilities.

d. For extra drafting or other design expense due to substantial changes ordered by the County, due to no fault of the Firm.

e. For additional work not specifically defined herein but which may be required, and has been authorized in writing by the Commissioner.

f. For such additional work as directed by the Commissioner including additional studies, State Environmental Quality Review Act report, and other environmental or water quality studies, etc.

Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for subconsultants and subcontractors when authorized in writing by the Commissioner.

Item IV Part F. OUT-OF-POCKET EXPENSES

The Firm shall be reimbursed at actual cost for the following expenses incurred in the interest of the project:

1. Transportation and living expenses for approved and required travel beyond a 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.

2. Additional models, renderings, and/or photographs than those requested herein.

3. Reproductions of drawings in excess of 15 copies per each.

G. PAYMENTS TO THE FIRM

I When Services Provided Are Compensated "On The Basis Of Salary Multiplier"

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm will submit Personnel List setting forth names, classifications, and hourly rates, at the time the proposal is presented. The prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiple exceed one hundred and Sixty-five dollars (\$165.00) per hour for any employee or principal while engaged in a technical service.

b. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written prior approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

c. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

II When Services Provided Are Compensated "On The Basis Of A Lump Sum"

a. Claims for services performed shall be in monthly installments up to 80% of the base design fee for the Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

b. Upon completion of all contract work and the work accepted by the County, an additional sum to bring the final payment up to 100% of the base design fee.

EXHIBIT "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 Firm 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 Firm 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 Firm 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 Firm 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 Firm's obligations herein.
- (c) The Firm 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 Firm 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 Firm shall, in its advertisements and solicitations for Subconsultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subconsultants must be equal opportunity employers.
- (f) Firms 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) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subconsultants so that, to the greatest extent feasible, all Subconsultants will be approved prior to commencement of work. Any additions or changes to the list of Subconsultants 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 Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subconsultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Subconsultant 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 Firm 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 Firm 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 Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm 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 Firm 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 Firm 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 Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant 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 Firms or Subconsultants 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 Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant 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 Firm, listing the procedures it has undertaken to procure Subconsultants 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 Firm" 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 Firm, 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 Subconsultant.

As used in this Appendix EE the term "County Firm" 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 Firm 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 Firm welcomed bids and quotes from M/WBE Subconsultants. 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 Firm'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 Subconsultants 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 Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subconsultants 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 Firm 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 Firm shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Firm 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 Subconsultants by the County Firm must also be included with the Best Effort Documentation.

i. County Firms 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 Firm.

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

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Subconsultants 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.

NASSAU COUNTY LEGISLATURE
11th TERM MEETING AMENDED AGENDA

PUBLIC SAFETY COMMITTEE

DECEMBER 5, 2016 1:00 PM

Dennis Dunne - Chairman

Donald MacKenzie - Vice Chairman

Vincent Muscarella

Denise Ford

Laura Curran - Ranking

Kevan Abrahams

Siela A. Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
586-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 586-16(OMB)
589-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 589-16(OMB)
599-16	OMB	PS, F, R	<u>ORDINANCE NO. -2016</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 599-16(OMB)
			THE FOLLOWING ITEMS MAY BE UNTABLED
529-16	OMB	PS, F, R	<u>RESOLUTION NO. -2016</u> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 529-16(OMB)