

Contract ID#: CQPD12-000010**E-60-16**Department: POLICE

Contract Details

SERVICE Ballistics**RC**NIFS ID #: CLPD16-000 001 NIFS Entry Date: 1-21-16 Term: from 10/1/12 to 9/30/16

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 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 type="checkbox"/> No <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name Integrated Forensic Laboratories	Vendor ID#: 900950073
Addresses: 3001 Brown Trail Suite 101 Bedford Texas 76021	Contact Person Ronald Fazio, B.S., M.B.A., F-ABC Phone: 817-553-6565 rfazio@iflabs.com

County Department
Department Contact NCPD Legal Bureau
Address 1490 Franklin Ave., Mineola, NY 11501
Phone 516-573-7210

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"/> 1-21-16	Capt Fazio & hl	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 1/22/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval	<input type="checkbox"/>		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
1/22/16	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 1/22/16	[Signature]	
1/22/16	County Attorney	CA Approval as to form	<input type="checkbox"/> 1/22/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/> 1/28/16	Concetta A. Petrucci	
	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 Filed with Clerk of the Leg.	<input type="checkbox"/> 2/24/16	[Signature]	

Contract Summary

PR5254 (8/03)

RECEIVED
CLERK OF THE LEGISLATURE
2016 FEB 29 P 1:46



Description: Amend contract for Services with IFL to conduct ballistic testing to extend term and add additional funds.

Purpose: A contractor in this discipline is necessary based upon the special circumstances currently concerning the now closed Forensic Evidence Bureau.

Method of Procurement: Sole Source/ Special Circumstance pursuant to Executive Order 1 of 1993.

Procurement History: N/A

Description of General Provisions: IFL will conduct ballistic microscopy; ballistic forensics and ballistic analysis for NCPD seized firearms related to criminal investigations and/or prosecutions.

Impact on Funding / Price Analysis: The amended amount of this contract through expiration of September 30, 2016 is Three Hundred Twenty Thousand (\$320,000.00) dollars. The additional amount to be encumbered by the Police Department/County to fund current analysis activity shall be One Hundred Twenty Thousand (\$120,000.00) dollars.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	10
Resp:	1310
Object:	DE500
Transaction:	107

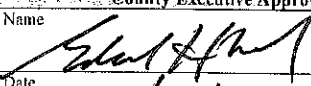
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 120,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 120,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1310/DE500	\$ 120,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 120,000.00

Document Prepared By: M.J. Weyer, AIII

Date: 1/21/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 1/22/16
Date	Date	(For Office Use Only)
		E #:

E-60-16

RULES RESOLUTION NO. 61 – 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 POLICE DEPARTMENT, AND
INTEGRATED FORENSIC LABORATORIES, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
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 Integrated Forensic Laboratories, LLC to perform certain forensic firearms testing services for the County, 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 Integrated Forensic Laboratories, LLC.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Integrated Forensic Laboratories, LLC

CONTRACTOR ADDRESS: 3001 Brown Trail, Suite 101
Bedford, Texas 76021

FEDERAL TAX ID #: 900950073

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on February 14, 2013 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached)._____. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

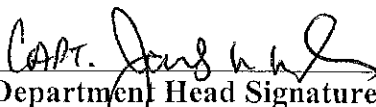
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

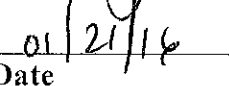
VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at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

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

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

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



Department Head Signature


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

Nassau County



Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-7000

THOMAS C. KRUMPTER
ACTING COMMISSIONER

Contractor Evaluation Form

Contract Number: CQPD12-000010

Contract Name: Integrated Forensic Laboratories LLC (IFL)

Service Provided: Forensic firearms testing

Evaluation Period: From: 10/1/14 To: 9/30/15

Evaluator's Name, Title, Phone #: ROBERT HART, ASSISTANT COMMISSIONER 573-7100

Date: 2/25/2016

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO JOANNE OWEIS, LEGAL BUREAU 573-7210

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service				✓	
c. Cost Effectiveness				✓	
d. Responsiveness to NCPD Requests				✓	
e. Number of Complaints				✓	
f. Problem Resolution				✓	
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

N/A

COUNTY OF NASSAU

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

1. Name of the Entity: Integrated Forensic Laboratories LLC (IFL)

Address: 3701 Welsh Road

City, State and Zip Code: Willow Grove, PA 19090

2. Entity's Vendor Identification Number: _____

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ private corporation ☐ Other (specify)

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

Cassigneul, Pierre G. Chief Executive Officer/President

Address: _____

Rieders, Eric F. Chairman of the Board

Address: _____

Rieders, Michael F. Vice-Chairman of the Board/Treasurer

Address: _____

Rieders, Maria T. Secretary

Address: _____

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.

Rieders, Eric F. -Chairman of the Board/Treasurer

Rieders, Michael F. -Vice-Chairman of the Board Secretary

Rieders, Marian D. -Director

Marian D. Rieders -Descendents Trust

Eric F. Rieders 2012 -Gift Trust

Michael F. Rieders 2012 -Gift Trust

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.

National Medical Services -Parent Company

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

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

N/A

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

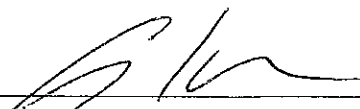
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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

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

Dated: 2-23-16

Signed: 

Print Name: Andrew Nolan

Title: VP of Finance





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: National Medical Services, Inc.
Address: 3701 Welsh Road
City, State and Zip Code: Willow Grove, PA 19090
2. Entity's Vendor Identification Number: 23-1731658
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Private Corporation ☐ Other (specify)

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

Cassigneul, Pierre G	
Rieders, Eric F.	
Rieders, Michael F.	
Rieders, Maria T.	

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

Rieders, Eric F.	
Rieders, Michael F.	

Rieders, Marian D.



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.

Integrated Forensic Laboratories, LLC

-Subsidiary

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

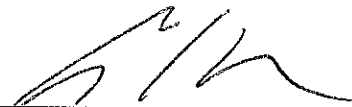
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 1-15-16

Signed: 

Print Name: Andrew Nolan

Title: Vice President of Finance

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

AMENDMENT NO. 2

AMENDMENT, dated as of _____, 201____ (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department"), and (ii) **Integrated Forensic Laboratories, LLC** having its principal office at **3001 Brown Trail, Suite 101, Bedford, Texas 76021** (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD12-000010 between the County and the Contractor, executed on behalf of the County on February 14, 2013 and as assigned as of April 19, 2013, and as amended by Amendment No.1, County Contract number CLPD 13-000023 executed by the County on February 19, 2014 (the "Original Agreement"), the Contractor performs certain forensic firearms testing services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from October 1, 2012 through September 30, 2015, with an option for the County to renew for a one (1) year period under the same terms and conditions, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, is Two Hundred Thousand dollars (\$200,000.00) (the "Maximum Amount"); and

WHEREAS, the Department is desirous of exercising the available one (1) year renewal option, making available options to renew for two (2) additional one (1) year periods, and increasing the Maximum Amount.

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

1. Renewal of Term and Providing for Additional Renewal Options. The Original Agreement shall be renewed and thereby extended for a one (1) year period, with an option for the County to renew for two (2) additional one (1) year periods under the same terms and conditions, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be September 30, 2016 with two (2) available one (1) year options to renew under the same terms and conditions.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **One Hundred Twenty Thousand dollars (\$120,000.00)**, 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 **Three Hundred Twenty Thousand dollars (\$320,000.00)** (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with Exhibit A, attached to the Original Agreement, and as follows:

(a) One Thousand Five Hundred Dollars (\$1,500.00) of the increase provided under this Amendment shall be allocated to reimburse the Contractor for shipping costs, as more fully described in subsection 3(a)(i) of the Original Agreement;

(b) Two Thousand Dollars (\$2,000.00) of the increase provided under this Amendment shall be allocated for travel expenses, as more fully described in subsection 3(a)(ii) of the Original Agreement.

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

[The remainder of this page is intentionally left blank.]

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

INTEGRATED FORENSIC LABORATORIES, LLC

By: Pierre G. Cassigneul
Name: Pierre G. Cassigneul
Title: President & CEO
Date: 1-15-16

NASSAU COUNTY

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

PLEASE EXECUTE IN **BLUE** INK

STATE OF Pennsylvania

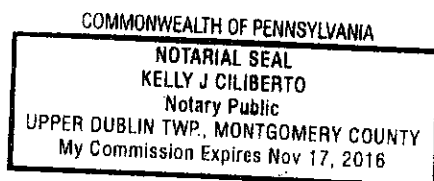
)ss.:

COUNTY OF Montgomery

On the 15 day of January in the year 20116 before me personally came Perre G. Cassigneul to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bucks; that he or she is the CEO / President of AMS Labs, 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.

Kelly J. Ciliberto

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

ORIGINAL FROM LEG 2-28-13

Contract ID#: COPD12-000 010

Department: POLICE

Contract Details

SERVICE Ballistics

NIFS ID #: COPD12-000 010

NIFS Entry Date: 1-3-13

Term: from 10/1/12 to 9/30/13

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 Integrated Forensic Laboratories	Vendor ID#: 205243398
Addresses: 901 Clinic Drive Suite D110 Euless Texas 76039	Contact Person Ronald Fazio, B.S., M.B.A., F-ABC Phone: 817-553-6565 rfazio@iflabs.com

County Department
Department Contact NCPD Legal Bureau
Address 1490 Franklin Ave., Mineola, NY 11501
Phone 516-573-7210

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 type="checkbox"/>	1-3-13	[Signature]	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	1/4/13	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Vertical DCE	NIFS Approval <input type="checkbox"/>			
	Department	Vendor Administration <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>			
1/4/13	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	1/7/13	[Signature]	
1/9/13	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/9/13	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
1/9/13	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	1/9/13	[Signature]	
	County Comptroller	NIFS Approval <input type="checkbox"/>	2/7/13	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	2/14/13	[Signature]	

Contract ID#: COPD12-000 010Department: POLICE

Contract Summary

Description: Contract for Services with IFL to conduct ballistic testing.
Purpose: A contractor in this discipline is necessary based upon the special circumstances currently concerning the now closed Forensic Evidence Bureau.
Method of Procurement: Sole Source/ Special Circumstance pursuant to Executive Order I of 1993. See attached memorandum for detailed explanation.
Procurement History: N/A
Description of General Provisions: IFL will conduct ballistic microscopy; ballistic forensics and ballistic analysis for NCPD seized firearms related to criminal investigations and/or prosecutions.
Impact on Funding / Price Analysis: The amount to be encumbered by the Police Department/County shall be Twenty Four Thousand Five Hundred (\$24,500.00) Dollars.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	10
Resp:	1310
Object:	DE500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXXXX
County	\$ 24,500.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 24,500.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1310/DE500	\$ 24,500.00
2		\$
3		\$
4		\$
5	<i>J. Imato 1/7/13</i>	\$
6		\$
TOTAL		\$ 24,500.00

Document Prepared By: M.J. Weyer, AII

Date: 11/9/12

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 <i>[Signature]</i>	Name <i>[Signature]</i>	Date <i>2/14/13</i>
Date <i>2/8/2013</i>	Date <i>2/7/13</i>	(For Office Use Only)
		E #:

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Integrated Forensic Laboratories

CONTRACTOR ADDRESS: 901 Clinic Drive Ste. D110, Euless, Texas 76039

FEDERAL TAX ID #: 205243398

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

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

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

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

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

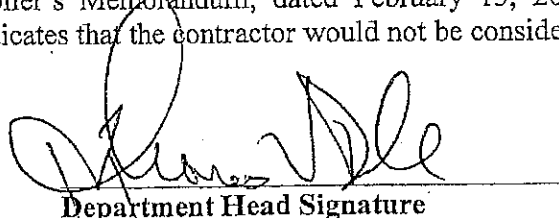
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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


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

INTER-DEPARTMENTAL MEMO

DATE: October 19, 2012

TO: Office of the County Attorney

FROM: Nassau County Police Department

SUBJECT: JUSTIFICATION FOR SELECTION OF VENDOR

This memorandum is prepared pursuant to Executive Order 1 of 1993, as amended, to explain why the Police Department (the "Department") did not obtain three proposals for a lab to conduct ballistic microscopy, ballistic forensics and related ballistic analysis for Nassau County Police Department seized firearms related to criminal investigations and/or prosecutions. The Department selected Integrated Forensic Laboratories ("IFL"), a Texas corporation, having its principal office at 901 Clinic Drive Suite D110, Euless, Texas 76039 based upon research and vetting conducted by Pasquale Buffolino, Director, Division of Forensic Services, Office of the Nassau County Medical Examiner. Review and discussions of this research and vetting, as well as the ASCLD/LAB (Legacy) accreditation(s), clearly set forth their unique experience, expertise and standing in the scientific community. Selection of IFL as a contractor in this discipline is necessary based upon the special circumstances concerning the Nassau County Police Department's now closed Forensic Evidence Bureau (FEB).

Background

On December 3, 2010, the Nassau County Police Department's FEB was placed on probation by the accrediting entity, the American Society of Crime Lab Directors ("ASCLD"). On February 18, 2011, the FEB was ordered closed by County officials. The New York State Inspector General's Office conducted an investigation of the FEB and issued a report in November, 2011 with findings and recommendations. Subsequent to that report, Nassau County entered into formal contractual arrangements with the Westchester County Crime Lab to conduct ballistic microscopy examinations of firearms in *homicide* investigations. Due to the volume of proposed ballistic microscopy examinations in *non homicide* related investigations, the Westchester County Crime Lab as well as other public law enforcement agencies and public crime labs such as the New York State Police, Onondaga Crime Lab, New York City Police Department and the Suffolk County Medical Examiners Office declined to enter into a contractual arrangement to conduct ballistics microscopy examinations for Nassau County, nor would any of the aforementioned entities routinely accept such requests for examinations outside of a contractual arrangement. In addition, a query of the ASCLD/LAB listing for accredited private laboratories with ballistics capabilities in the Country yielded a select few, none of which were in the State of New York or the Northeast region. Of these select few private laboratories, only IFL was able to provide the establishment and staffing of a Northeast ballistic facility, operating under the umbrella of its ASCLD accreditation, in a time frame conducive to the immediate acceptance of ballistic evidence upon the execution of the contract.

Should IFL be approved, they will perform ballistic microscopy examinations in the firearms discipline, provide written reports of same suitable for admission into evidence in criminal courts within the County of Nassau, and provide testimony before those same courts in furtherance of criminal prosecutions. In the interests of conducting criminal investigations in which firearms have been utilized and/or seized, enabling the prosecution of those individuals who have utilized a firearm in the commission of a crime, and public safety, it is imperative that a qualified contractor with the required certifications and accreditations be obtained to immediately assist Nassau County regarding ballistic microscopy and forensic examinations.

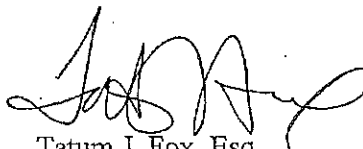
Justification

IFL's proposal to the County is attached, demonstrating their unique experience and expertise as a firearms/ballistics laboratory. There are several factors which justify IFL as a sole source contractor. They include but are not limited to:

- The contractor's expertise and competence in the specific discipline of ballistics. IFL was selected because they have been deemed competent to conduct all aspects of analysis within the ballistics discipline and are an ASCLD/LAB accredited institution.
- The contractor's past experience with the Louisiana State Police Department Crime Lab and the elimination of a 700 case backlog within a 3.5 year period.
- The contractor's current experience with two forensic crime laboratories within the state of Texas (Lancaster and El Paso).
- The contractors association with National Medical Services (NMS) of Willow Grove, PA, which places them in close proximity to Nassau County allowing the direct submission of ballistic evidence by sworn Nassau County Police Personnel.
- The contractor's ability to handle the current backlog of ballistic evidence in an expeditious manner.
- The New York State Inspector General's Office acceptance of IFL to conduct this proposed work.

Conclusion

IFL's demonstrated success in this discipline and the special circumstances created by the circumstances surrounding the FEB, render IFL uniquely qualified to provide the services required by the County. Accordingly, we submit that pursuant to Executive Order 1 of 1993 IFL is justified as the proposed contractor for these services.


Tatum J. Fox, Esq.
Legal Bureau



Integrated Forensic Laboratories™

901 Clinic Dr. Ste. D110
Eules, Texas 76039

(817) 553-6565
Fax (817) 553-6567

ANSWERS NOW™

August 17, 2012

To Whom It May Concern:

Integrated Forensic Laboratories, Inc. is a close corporation located in Eules, Texas.

The principles are:

Ronald T. Fazio

Aliece B. Watts

Aubrey L. Norberg

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2012 (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 Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501, (the "Department"), and (ii) Integrated Forensic Laboratories ("IFL"), a Texas corporation, having its principal office at 901 Clinic Drive Suite D110, Euless, Texas 76039 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on October 1, 2012 and terminate on September 30, 2013, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of forensic firearm testing in ASCLD/LAB (Legacy) accredited facilities ("Services"). In addition to the Texas location, IFL will install, at no cost to the County, a firearm functionality and test-fire facility within current NMS Labs facilities in Willow Grove, Pennsylvania. IFL will verify with ASCLD/LAB that IFL's accreditation extends to this new location. IFL will locate a qualified firearm technician at NMS Labs to oversee the initial evidence transfer(s) and train a locally hired IFL employee. Services provided by IFL shall include, but not be limited, to the following firearm related services:

- a. Firearm Examination: Including but not limited to examinations regarding functionality, safety, illegal conversions, and silenced weapons;
- b. Bullet and Cartridge Cases: Including but not limited to comparison to known test-fires, comparison to other unknowns;
- c. Serial Number Restoration;
- d. Distance Determinations;
- e. Tool Mark Examination: Including but not limited to mark and mark to mark;
- f. Testimony: As needed, for Court, pre-trial discovery, administrative hearings, trial preparation;
- g. Training: IFL shall be responsible for maintaining all training, certifications, and/or accreditations for their employees in disciplines including, but not limited to, evidence collection, shooting scene reconstruction, and crime scene;
- h. IFL shall conduct all firearm casework within all applicable ASCLD/LAB, and Scientific Working Group of Firearms and Toolmarks (SWGgun) guidelines;
- i. Performance of Work: IFL shall complete approximately thirty (30) cases per month,

with a minimum of at least twenty (20) cases per month; and

- j. Reporting: IFL will produce electronically secured, digitally signed, PDF reports. Each report shall contain two subsections, to include, J1.0 requiring a 100% technical review on all cases and a J2.0 that discusses examination documentation submission to a Fire Transfer Protocol ("FTP") which includes all discovery material. This would include the chain of custody, examination records, digital images and report. IFL agrees to submit the entire case file via an FTP.

- (i) IFL will email these reports to the investigators identified by the Department or a predetermined email address or both, as designated by the Department. Should the Department request, IFL shall mail an original signed copy of the report to the Department. Upon request, IFL shall include associated administrative documents, such as restitution forms or affidavits. IFL will modify, within reason and in accordance with ASCLD/LAB accreditation requirements, the format of the Department's reports.

- (ii) Each report shall be completed and furnished to the Department within thirty(30) working days of receipt of the evidence by IFL from the Department at the Willow Grove, Pennsylvania facility, excluding the day of delivery.

- (iii) Any and all cases identified as a 'rush' by the client will be worked prior to any other submitted cases.

- (iv) Evidence provided by the Department to IFL, shall be available for pick up by the Department at the Willow Grove, Pennsylvania facility, within thirty (30) calendar days of the production by IFL of the applicable report to the Department.

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 Four Thousand Five Hundred dollars (\$24,500.00) ("Maximum Amount"), payable as set forth in Exhibit A and subsections (a)(i) and (ii) contained herein.

- (i) Shipping: One thousand five hundred (\$1, 500.00) dollars of the Maximum Amount shall be allocated to reimburse IFL for costs associated with the shipment of evidence via Federal Express and/or UPS. All shipments must be tracked, insured, and physically signed for.

- (ii) Travel: Two thousand (\$2,000.00) dollars of the Maximum Amount shall be allocated to reimburse IFL for costs associated with County approved travel as a result of a request by the County for an appearance by an IFL employee.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation

satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) 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.

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) Protected Information. The Contractor acknowledges that he may have access to confidential information of the County ("Confidential Information") and warrants that he shall take all steps necessary to maintain that confidentiality and to prevent disclosure of the Confidential Information in his possession. The obligation of this paragraph shall survive termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate coverage; (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation

Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained

in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or

made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred and Sixty dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon

signing this Agreement.

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.

[Remainder of this page intentionally left blank]

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

Integrated Forensic Laboratories

By: 

Name: Ronald Fazio, B.S., M.B.A., F-ABC

Title: President

Date: 10/24/12

NASSAU COUNTY

By: 

Name: Richard R. Walker

Title: Deputy County Executive

Date: 2/14/13

PLEASE EXECUTE IN BLUE INK

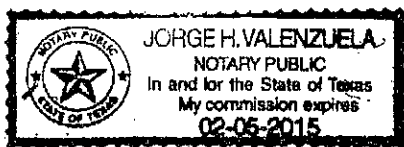
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 24 day of October in the year 2012 before me personally came Ronald T. Fazio to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of LARRANT; that he or she is the President of Integrated Forensic Laboratories 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



Jorge H. Valenzuela

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14 day of February in the year 2013 before me personally came Richard E. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a 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. 01PE0259026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT A

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:

RONALD T. FAZIO

(Name)

[REDACTED]

(Address)

[REDACTED]

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has ☒ 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.

10/24/12
Dated

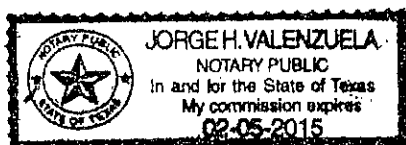
[Signature]
Signature of Chief Executive Officer

Ronald T. Fazio
Name of Chief Executive Officer

Sworn to before me this

29 day of October, 2012

Jorge H. Valenzuela
Notary Public





501 Clinic Dr. Ste. D110
Euless, Texas 76039

(817) 553-6565
(817) 553-6567 Fax
www.iflabs.com

Integrated Forensic Laboratories™

ANSWERS NOW™

CUSTOMIZED PRODUCT AND SERVICES – QUOTATION FORM Forensic Firearm Casework

Customer Name: Deputy Commissioner Krumpter		Purchasing Agent:	
Company: Nassau County Police Department			
Address: 1490 Franklin Avenue			
City, State, Zip: Mineola, NY 11501			
Tel#: 516-573-7000	Fax#	Other Info:	
Date: 8/25/2012	Customer ID: NCPD	Quote #: NCPD 12-08-25	Account Manager: Ron Fazio

TERMS AND CONDITIONS:

- Prices are valid through December 31, 2012.
- Invoicing will be monthly. Payment due 30 days from invoice date. Late payments will accrue a monthly 5% charge.
- Prices do not include travel cost (airfare, hotel, rental car, and per diem) and shipping costs. These costs are passed through to client. IFL will use only economy-class airfare and accommodations.
- All Serial Number Restorations must be shipped to IFL Euless, Texas location.

Qty.	Product Description or Service Provided	List Price	Total
Per Unit	Weapon Evaluation, includes test-fires	\$150.00	Per Client
Per Unit	Bullet or Cartridge Case Comparison, 1 st Item	\$125.00	Per Client
Per Unit	Bullet or Cartridge Case Comparison, Additional Items	\$115.00	Per Client
Per Unit	Distance Determination	\$275.00	Per Client
Per Unit	Tool Mark Comparison, per mark	\$90.00	Per Client
Per Unit	Production of exemplar from known, for comparison	\$115.00	Per Client
Per Unit	Serial Number Restoration	\$150.00	Per Client
Per Unit	Gunpowder Identification	\$125.00	Per Client
Per Day	Provision of Testimony, per person	\$800.00	Per Day

Authorized Signature:	Date:
-----------------------	-------

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made as of the 19th day of April, 2013 by and between Integrated Forensic Laboratories, Inc. having its principal office at 901 Clinic Drive, Suite D110, Euless, Texas 76039 ("Assignor") and Integrated Forensic Laboratories, LLC having its principal office at 3001 Brown Trail, Suite 101, Bedford, Texas 76021 a wholly owned subsidiary of National Medical Services having a principal office at 3701 Welsh Road, Willow Grove, PA, 19090 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and COUNTY OF NASSAU ("County") entered into an Agreement on February 14, 2013, ("Agreement" No. CQPD12-000010, the "Contract") for the performance of certain forensic firearms testing services for the County, which services are more fully described in the Contract.

WHEREAS, On April 19, 2013; Integrated Forensic Laboratories, Inc. having its principal office at 901 Clinic Drive, Suite D110, Euless, Texas 76039 ("Assignor") was purchased by Integrated Forensic Laboratories, LLC having its principal office at 3001 Brown Trail, Suite 101, Bedford, Texas 76021, a wholly owned subsidiary of National Medical Services having a principal office at 3701 Welsh Road, Willow Grove, PA, 19090.

WHEREAS, Assignor desires to assign the Agreement to Assignee as more fully provided below.

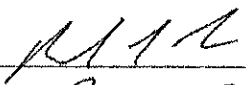
NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby assign all of its right, title and interest in and to the Agreement to Assignee.
2. Assumption. The Assignee hereby assumes all the obligations of the Assignor on its part to be performed under the Contract.
3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements to be performed wholly therein.


[Remainder of Page Intentionally Left Blank.]

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

ASSIGNOR: Integrated Forensic Laboratories, Inc.

By: 
Name: RONALD T. FAZIO
Title: PRESIDENT

ASSIGNEE: Integrated Forensic Laboratories, LLC

By: 
Name: ERIC F. RIECKE, Ph.D.
Title: SALE MEMBER

CONSENTED TO:

COUNTY OF NASSAU

By: _____

Name: Thomas V. Dale
Title: Commissioner, Nassau County Police Department
Date: _____

By: _____

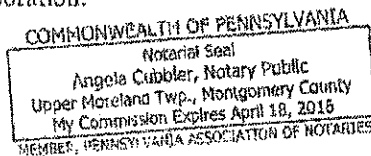
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: _____

Pennsylvania
STATE OF TEXAS)

ss.:
COUNTY OF Montgomery)

On the 29th day of May, 2013 in the year 2013 before me personally came Eric F. Bieders FNA 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 President of NMS Labs, 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.

Angela Cubbler
NOTARY PUBLIC

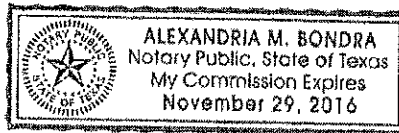


STATE OF TEXAS)

ss.:
COUNTY OF EL PASO)

On the 29th day of May in the year 2013 before me personally came Ronald T. Fazio to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of TARRANT; that he or she is the President of Integrated Forensic Laboratories, 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.

Alexandria M. Bondra
NOTARY PUBLIC



STATE OF NEW YORK)

ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20____ before me personally came Thomas V. Dale 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 Commissioner of Nassau County Police Department for the County of Nassau, the municipal corporation described herein and which executed the above instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#: COPD12-000010Department: POLICE

Contract Details

E-09-14
SERVICE Ballistics

NIFS ID #: CLPD13-000 023NIFS Entry Date: 12-16-13Term: from 10/1/12 to 9/30/15

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:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Integrated Forensic Laboratories	Vendor ID#: 900950073
Addresses: 3001 Brown Trail Suite 101 Bedford Texas 76021	Contact Person Ronald Fazio, B.S., M.B.A., F-ABC Phone: 817-553-6565 rfazio@iflabs.com

County Department
Department Contact NCPD Legal Bureau
Address 1490 Franklin Ave., Mineola, NY 11501
Phone 516-573-7210

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"/> 12/16/13	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 12/19/13	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval	<input type="checkbox"/>		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
12/27/13	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 12/30/13	<i>[Signature]</i>	
12/30/13	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 12/30/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/> 1/6/14	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/> 1/14/14	<i>[Signature]</i>	
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 1/31/14	<i>[Signature]</i>	
	County Executive	Nolarization Filed with Clerk of the Leg.	<input type="checkbox"/> 1/6/14	<i>[Signature]</i>	

Contract ID#: COPD12-000010Department: POLICE

Contract Summary

Description: Amend contract for Services with IFL to conduct ballistic testing to extend term and add additional funds.
Purpose: A contractor in this discipline is necessary based upon the special circumstances currently concerning the now closed Forensic Evidence Bureau.
Method of Procurement: Sole Source/ Special Circumstance pursuant to Executive Order 1 of 1993.
Procurement History: N/A
Description of General Provisions: IFL will conduct ballistic microscopy; ballistic forensics and ballistic analysis for NCPD seized firearms related to criminal investigations and/or prosecutions.
Impact on Funding / Price Analysis: The additional amount to be encumbered by the Police Department/County shall be One Hundred Seventy Five Thousand Five Hundred (\$175,500.00) Dollars.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	10
Resp:	1310
Object:	DE500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$ 75,500.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 75,500.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1310/DE500	\$ 75,500.00
3		\$
5		\$
6		\$
TOTAL		\$ 75,500.00

Document Prepared By: M.J. Weyer, AIII

Date: 10/9/13

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: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>1/6/14</u>
Date: <u>1/31/14</u>	Date: <u>1/31/14</u>	(For Office Use Only)
		E #:

E-09-14

RULES RESOLUTION NO. 7 - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON
BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND
INTEGRATED FORENSIC LABORATORIES, LLC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-13-14
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 Integrated Forensic Laboratories, LLC, to perform certain forensic firearms testing, 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 Integrated Forensic Laboratories, LLC.

RULES RESOLUTION NO. -201

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON
BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND
INTEGRATED FORENSIC LABORATORIES, LLC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Integrated Forensic Laboratories, LLC, to perform
certain forensic firearms testing, 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 Integrated Forensic Laboratories, LLC.

George Marago
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: Integrated Forensic Laboratories, LLC

CONTRACTOR ADDRESS: 3001 Brown Trail, Suite 101
Bedford, Texas 76021

FEDERAL TAX ID #: 900950073

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 a _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] 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 February 14, 2013 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached)._____. [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. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature


Date

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

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

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 201__ (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department"), and (ii) **Integrated Forensic Laboratories, LLC** having its principal office at **3001 Brown Trail, Suite 101, Bedford, Texas 76021** (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **COPD12-000010** between the County and the Contractor, executed on behalf of the County on February 14, 2013 and as assigned as of April 19, 2013 (the "Original Agreement"), the Contractor performs certain forensic firearms testing services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from October 1, 2012 through September 30, 2013, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, is **Twenty Four Thousand Five Hundred dollars (\$24,500.00)** (the "Maximum Amount"); and

WHEREAS, the Department is desirous of extending the Original Term for a two (2) year period, making available an option to renew for one (1) additional one (1) year period, and increasing the Maximum Amount.

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

1. Term Extension. The Original Agreement shall be extended for a two (2) year period, with an option for the County to renew for a one (1) year period under the same terms and conditions, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be September 30, 2015 with one (1) available one (1) year option to renew under the same terms and conditions.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **One Hundred Seventy-Five Thousand Five Hundred dollars (\$175,500.00)**, 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 **Two Hundred Thousand dollars (\$200,000.00)** (the "Amended Maximum Amount"). An increase of Ten Thousand Seven Hundred Forty-five Dollars (\$10,745.00), for a total of Twelve Thousand Two Hundred Forty-five Dollars (\$12,245.00), shall be allocated out of the Amended Maximum Amount to shipping in accordance with subsection 3(a)(i) of the Original Agreement. An increase of Fourteen Thousand Three Hundred Twenty-five

Dollars (\$14,325.00), for a total of Sixteen Thousand Three Hundred Twenty-five Dollars (\$16,325.00) shall be allocated out of the Amended Maximum Amount to travel in accordance with subsection 3(a)(ii) of the Original Agreement.

3. Compliance with Law. Section 6(a) of the Original Agreement is hereby deleted in its entirety and restated as follows:

“(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.

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

[The remainder of this page is intentionally left blank.]

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

INTEGRATED FORENSIC LABORATORIES

By: 

Name: Eric Rieders

Title: President / CEO

Date: 20 Sept 2013

NASSAU COUNTY

By: 

Name: Richard R. Walker

Title: County Executive

☒ Deputy County Executive Richard R. Walker

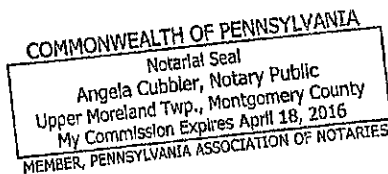
Date: 2/19/14

PLEASE EXECUTE IN **BLUE** INK

STATE OF Pennsylvania
COUNTY OF Montgomery)ss.:

On the 20th day of September in the year 2013 before me personally came Eric Rieders to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Montgomery; that he or she is the President/CEO of NMS Labs, 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.

Angela Cubbler
NOTARY PUBLIC



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

On the 19 day of February 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. 01PE0258026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

(f) Contractors must notify and receive approval from the respective

Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any

employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s)

any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director

shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

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

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

E-60-16

Business History Form

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

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

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

Date: 2/29/16

- 1) Bidder's/Proposer's Legal Name: Integrated Forensic Laboratories LLC (IFL)
 2) Address of Place of Business: 3701 Welsh Road, Willow Grove, PA 19090

List all other business addresses used within last five years:

3001 Brown Trail, Ste 101 Bedford, Texas 76021

3) Mailing Address (if different): _____

Phone: 800-522-6671

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 04-825-7677

5) Federal I.D. Number: 90-0950073

6) The bidder/proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?
 Yes No 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 X No If Yes, provide details. National Medical Services, Inc. (parent company). The two companies are consolidating 4/1/16

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

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 CLERK OF THE LEGISLATURE
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- 11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒
 If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ___ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ___ If Yes, provide details for each such conviction. _____
- e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ___ If Yes, provide details for each such

occurrence. _____

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

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

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

17) Conflict of Interest:

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

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

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

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

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. No conflict exists

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

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

- i) Date of formation; 1-30-13
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; 100% OWNED BY NATIONAL MEDICAL SERVICES, INC.
- iii) Name, address and position of all officers and directors of the company; SEE ATTACHED
- iv) State of incorporation (if applicable); DELAWARE
- v) The number of employees in the firm; 30
- vi) Annual revenue of firm; \$1,900,000
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 3

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

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

Company Eules Police Department

Contact Person Eric Starnes

Address 1102 W Eules Blvd

City/State Eules, TX 76040

Telephone 817-685-1532

Fax # N/A

E-Mail Address estarnes@eules.tx.gov

Company Burleson Police Department
Contact Person Gayla Robison
Address 225 West Renfro St.
City/State Burleson, TX 76208
Telephone (817) 426-9938
Fax # N/A
E-Mail Address grabison@burlesontx.com

Company Grand Prairie Police Department
Contact Person Eric Hansen
Address 1525 Ackenses Lane
City/State Grand Prairie, TX 75052
Telephone 972-237-8906
Fax # N/A
E-Mail Address ehansen@gptx.org

- E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

**NATIONAL MEDICAL SERVICES, INC.
SUMMARY OF OWNERSHIP**

NAME	Title	Ownership %
ERIC F. RIEDERS	Chairman of the Board	27.762%
MICHAEL F. RIEDERS	Vice Chairman/ Treasurer	20.246%
MARIAN D. RIEDERS		1.235%
MARIAN D. RIEDERS 2012 DESCENDENTS TRUST		11.115%
MICHAEL F. RIEDERS 2012 GIFT TRUST		17.404%
ERIC F. RIEDERS 2012 GIFT TRUST		22.238%
		<hr/> <u>100.000%</u> <hr/>

Name	Title	Address	City	State	Zip
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CORPORATE OFFICERS

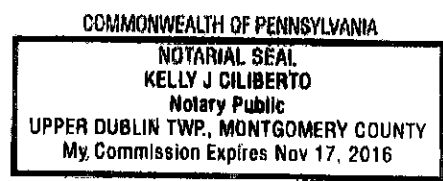
Rieders, Eric F.	Chairman of the Board				
Rieders, Maria	Corporate Secretary				
Rieders, Michael F.	Treasurer				
Cassigneul, Pierre	President and CEO				

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

I, Pierre G. Cassignevl, 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 29 day of February 2016

Kelly J. Ciliberto
Notary Public



Name of submitting business: Integrated Forensic Laboratories LLC

By: Pierre G. Cassignevl Print
name

Pierre G. Cassignevl
Signature

President & CEO
Title

2 / 29 / 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/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

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

- Principal Name See completed Principal Questionnaires completed by NATIONAL
 Date of birth N/A / Medical Services, Inc. (NMS Labs) as
NMS Labs owns 100% of Integrated Forensic
 Home address See above response, Laboratories LLC
 City/state/zip see above response
 Business address see above response, 3701 Welsh Road
 City/state/zip Willow Grove, PA 19090
 Telephone 800-522-6671
 Other present address(es) N/A
 City/state/zip N/A
 Telephone N/A
 List of other addresses and telephone numbers attached
- Positions held in submitting business and starting date of each (check all applicable)

President	____/____/____	Treasurer	____/____/____	see completed Principal Questionnaires completed by NMS Labs,
Chairman of Board	____/____/____	Shareholder	____/____/____	
Chief Exec. Officer	____/____/____	Secretary	____/____/____	
Chief Financial Officer	____/____/____	Partner	____/____/____	
Vice President	____/____/____		____/____/____	

 (Other)
- Do you have an equity interest in the business submitting the questionnaire?
 NO ___ YES ___ If Yes, provide details. See completed Principal Questionnaires for NMS Labs
- 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. See completed Principal Questionnaires for NMS Labs,
- Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ___; If Yes, provide details.
See completed Principal Questionnaires for NMS Labs,
- 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.
See completed Principal Questionnaires for NMS Labs,

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:

See completed Principal Questionnaires for NMS Labs,

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

See completed Principal Questionnaires for NMS Labs,

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

See completed Principal Questionnaires for NMS Labs,

- 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.

See completed Principal Questionnaires for NMS Labs,

- 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.

See completed Principal Questionnaires for NMS Labs

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. *See completed Principal Questionnaires for NMS Labs,*

- b) Is there any misdemeanor charge pending against you? NO ☐ YES ☐ If Yes, provide details for each such charge. *See completed Principal Questionnaires for NMS Labs,*

- c) Is there any administrative charge pending against you? NO ☐ YES ☐ If Yes, provide details for each such charge. *See completed Principal Questionnaires for NMS Labs,*

- 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.

See completed Principal Questionnaires for NMS Labs,

- 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. *See completed Principal Questionnaires for NMS Labs,*

- 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. *See completed Principal Questionnaires for NMS Labs,*

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. *See completed Principal Questionnaire forms for NMS Labs.*
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. *See completed Principal Questionnaire forms for NMS Labs.*
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. *See completed Principal Questionnaire forms for NMS Labs.*
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. *See Principal Questionnaire forms for NMS Labs.*

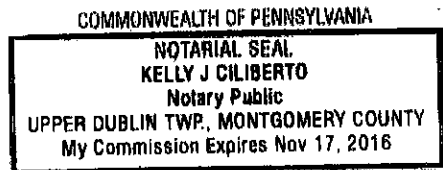
CERTIFICATION

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

I, Pierre G. Cassigneul, 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 29 day of February 2016

Kelly J. Ciliberto
Notary Public



Integrated Forensic Laboratories
Name of submitting business

Pierre G. Cassigneul
Print name

Pierre G. Cassigneul
Signature

President & CEO
Title

2 / 29 / 16
Date

Business History Form

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

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

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

Date: 2-26-16

1) Bidder's/Proposer's Legal Name: NATIONAL MEDICAL SERVICES, INC.

2) Address of Place of Business: 3701 WELSH ROAD, WILLOW GROVE, PA 19090

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 800-522-6671

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 06-434-1449

5) Federal I.D. Number: 23-1731658

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) _____

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

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: OWNS 100% OF INTEGRATED FORENSIC LABORATORIES, LLC.
THE TWO COMPANIES ARE CONSOLIDATING ON APRIL 1, 2016.

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

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

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

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

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

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

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

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

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

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

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

occurrence. _____

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

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

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

17) Conflict of Interest:

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

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

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

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

- b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____
NO CONFLICT EXISTS

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

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

- i) Date of formation; 11-4-70
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; SEE ATTACHED
- iii) Name, address and position of all officers and directors of the company; SEE ATTACHED
- iv) State of incorporation (if applicable); PA
- v) The number of employees in the firm; 300
- vi) Annual revenue of firm; \$50,000,000
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 45 YEARS

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

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

Company Montgomery County Office of the District Attorney

Contact Person District Attorney Kevin Steele

Address Montgomery County Court House 400 Swede St

City/State Norristown, PA 19404

Telephone 610-278-3090

Fax # 610-292-4950

E-Mail Address Ksteele@mail.montcopa.org

Company Bucks County Office of the District Attorney
Contact Person District Attorney David Heckler
Address 100 North Main Street
City/State Doylestown, PA 18901
Telephone 215-348-6344
Fax # 215-348-6352
E-Mail Address dheckler@buckscounty.org

Company Westchester County Office of the Medical Examiner
Contact Person Elizabeth Spratt - Director, Toxicology
Address 10 Dana Road
City/State Valhalla, NY 10595
Telephone 914-231-1600
Fax # 914-231-1798
E-Mail Address ess4@westchestergov.com

- E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

I, Andrew Nolan, 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 February 2016

Kelly J. Ciliberto
Notary Public

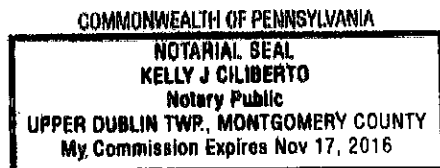
Name of submitting business: NATIONAL MEDICAL SERVICES, INC.

By: ANDREW C. NOLAN Print

[Signature]
Signature

VICE PRESIDENT OF FINANCE
Title

2 / 26 / 16 Date



**NATIONAL MEDICAL SERVICES, INC.
SUMMARY OF OWNERSHIP**

NAME	Title	Ownership %
ERIC F. RIEDERS	Chairman of the Board	27.762%
MICHAEL F. RIEDERS	Vice Chairman/ Treasurer	20.246%
MARIAN D. RIEDERS		1.235%
MARIAN D. RIEDERS 2012 DESCENDENTS TRUST		11.115%
MICHAEL F. RIEDERS 2012 GIFT TRUST		17.404%
ERIC F. RIEDERS 2012 GIFT TRUST		22.238%
		<u>100.000%</u>

Name	Title	Address	City	State	Zip
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CORPORATE OFFICERS

Rieders, Eric F.	Chairman of the Board	[REDACTED]			
Rieders, Maria	Corporate Secretary	[REDACTED]			
Rieders, Michael F.	Treasurer	[REDACTED]			
Cassigneul, Pierre	President and CEO	[REDACTED]			

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

1. Principal Name ERIC RIEDERS
 Date of birth 12/17/56
 Home address [REDACTED]
 City/state/zip [REDACTED]
 Business address 3701 WELSH ROAD
 City/state/zip WILLOW GROVE PA 19090
 Telephone 215-366-1272
 Other present address(es) N/A
 City/state/zip N/A
 Telephone N/A
 List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
 President / / Treasurer / /
 Chairman of Board 1/1/15 Shareholder / /
 Chief Exec. Officer / / Secretary / /
 Chief Financial Officer / / Partner / /
 Vice President / / / /
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO YES ☒ If Yes, provide details. > 10% OWNERSHIP INTEREST
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES If Yes, provide details. _____
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES ☒ If Yes, provide details. CAMAC INVESTMENT HOLDINGS LLC
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES If Yes, provide details. _____

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

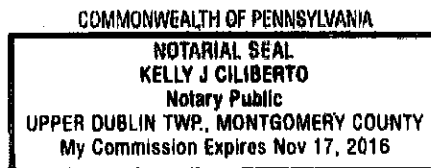
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I, ERIC RIEDERS, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to 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 29 day of February 2016

Kelly J. Ciliberto
Notary Public



NATIONAL MEDICAL SERVICES INC
Name of submitting business

ERIC RIEDERS
Print name

[Signature]
Signature

CHAIRMAN OF THE BOARD
Title

2 / 29 / 18
Date