

### **Amendment in the Nature of a Substitution for Clerk Item E-64-16**

This Amendment changes the Rules Resolution ("Resolution") so that the Resolution is consistent with the type of agreement provided in the attached contract. The Original Resolution stated that this was an amendment to a personal services contract. The Resolution correctly states that this is a Use and Occupancy Agreement.

RECEIVED  
MASSACHUSETTS  
LEGISLATURE  
2016 MAR 29 P 12:24  
CLERK OF THE LEGISLATURE

Contract ID#: CQPK16000009

Department: Parks, Rec. &amp; Museums

**E-64-16****SERVICE: Nassau County Craft Fairs****Contract Details**NIFS ID #: CQPK16000009 NIFS Entry Date: 2/2/16 Term: 1/1/16-12/31/18

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

Vendor	
Name: Alan's Fair, Inc. d/b/a Nassau County Craft Shows	Vendor ID# 45-5004963
Address: 750-6A Lido Blvd. Lido Beach, NY 11561	Contact Person: Alan Finchley
Email: alan@nassaucountycraftshows.com	Phone 516-442-6000 Cell: 516-859-8444 Fax:

County Department
Department Contact Eileen Krieb
Address: Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone 516-572-0378

**Routing Slip**

Brian Nugent, Chief Dep. Commissioner

Date 2/4/16

Frank Camerlengo, Dep. Commissioner

Date 2/2/16

Eileen Krieb, CSR

Date 2/2/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
2/4/16	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	2/4/16	John D. H.	
2/9/16	OMB	NIFS Approval (Contractor Registered)	2/16/16	M. M.	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/17/16	County Attorney	CA RE & Insurance Verification	2/17/16		
2/17/16	County Attorney	CA Approval as to form	2/17/16		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	3/4/16	Charles A. Beltracchi	
3/23/16	County Attorney	NIFS Approval	3/23/16	Yael...	
	Comptroller	NIFS Approval			
2/25/16	County Executive	Notarization Filed with Clerk of the Leg.	2/25/16	A. U.	

**Contract Summary**

Contract ID#: CWPK16000009Department: Parks, Rec. & Museums

<b>Description:</b> Nassau County Craft Fairs
<b>Purpose:</b> For the purpose of conducting craft fairs and gift shows at Nassau County locations described in Appendix A of the contract
<b>Method of Procurement:</b> RFP # PKPK0416-1506 dated April 22, 2015
<b>Procurement History:</b> : RFP # PKPK0416-1506 dated April 22, 2015
<b>Description of General Provisions</b> For the purpose of conducting craft fairs and gift shows at Nassau County locations described in Appendix A of the contract  <b>Total Costs:</b> \$N/A
<b>Impact on Funding / Price Analysis:</b> Revenue Producing
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	pk gen 1100
Control:	de 500
Resp:	
Object:	
Transaction:	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	pk gen 1100 de 500	\$ ,014
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ ,014</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. RosenthalDate: 11/10/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>[Signature]</u>
Name	Name	Date <u>2/25/16</u>
Date	Date	(For Office Use Only)
		<b>E #:</b>

RULES RESOLUTION NO.    – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A USE AND OCCUPANCY AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PARKS, RECREATION AND ALAN'S  
FAIR, INC. D/B/A NASSAU COUNTY CRAFT SHOWS

WHEREAS, the County has negotiated a Use and Occupancy  
agreement with Alan's Fair, Inc. d/b/a Nassau County Craft Shows to  
provide Craft Fairs and Gift Shows at various Nassau County Parks and  
Events, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said Use and  
Occupancy agreement with Alan's Fair, Inc. d/b/a Nassau County Craft  
Shows.

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: Alan's Fair, Inc. d/b/a Nassau County Craft Shows

CONTRACTOR ADDRESS: 750-6A Lido Blvd., Lido Beach, NY 11561

FEDERAL TAX ID #: 45-5004963

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

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

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

The Contract was entered into after a written request for proposals (RFP# PK416-1506) was issued on April 22, 2015. Potential proposers were made aware of the availability of the RFP by posting on Wednesday April 22, 2015 on the Nassau County website and through the Legal Notices in Newsday on Wednesday, April 22, 2015 and Thursday, April 23, 2015. Thirty two (32) of potential proposers requested copies of the RFP. Proposals were due on May 8, 2015. One (1) proposal was received and evaluated. The evaluation committee consisted of: Timothy O'Connell, Frank Puglisi and Patricia Hood. ALAN'S FAIR, INC. d/b/a NASSAU COUNTY CRAFT SHOWS was the Sole Proposer.

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

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

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

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

- ☐ 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.***

## APPENDIX C

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

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

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

Date: 5/7/15

1) Proposer's Legal Name: ALAN FINCHLEY ALAN'S FAIR, INC <sup>DBA</sup> NASSAU COUNTY COAST SHOWS

2) Address of Place of Business: 750-6A Lido BLVD Lido BEACH NY 11561

List all other business addresses used within last five years:  
PO Box 431 Point Lookout NY 11569

3) Mailing Address (if different): \_\_\_\_\_

Phone: 516-442-6000

Does the business own or rent its facilities? own (home/office)

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 45-5004963

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership ☒ Corporation \_\_\_\_\_  
Other (Describe) \_\_\_\_\_

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

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

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

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



## APPENDIX C

regarding the termination (if a contract). \_\_\_\_\_

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

## APPENDIX C

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:

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

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. *N/D*

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. *N/D*

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

- Disclose any changes to shareholders/officers/directors
- Disclose if any shareholders/officers/directors become an officer of public official.

## APPENDIX C

### Attachments to Business History Form

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

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

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

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

- B. Indicate number of years in business. 35

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

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

Company LONG BEACH CHAMBER OF COMMERCE

Contact Person MARK TANNENBAUM, PRESIDENT

Address 350 NATIONAL BOULEVARD #1

City/State LONG BEACH NY 11561

Telephone 516-432-6000

Fax # \_\_\_\_\_

E-Mail Address info@thelongbeachchamber.com

See Attachment on next page

**Attachment to Appendix C  
Business History Form and Information**

Alan Finchley has been producing quality craft gift and street fairs in Nassau County since 2008. Mr. Finchley is currently producing events and working with many different chambers of commerce including Long Beach, Merrick, Syosset, Bethpage, Levittown, Garden City, and is a Vice-President of the Long Beach Chamber of Commerce and a member of the executive board of the Bethpage South Central Park Kiwanis.

Staffing and all events will be sufficient to satisfy the needs of public safety as well as considerations relating to clean-up, security and vendor and public convenience.

Detail Prior Experience in the Area of Craft & Gift Shows: Mr. Finchley has been producing quality events in Nassau County since 2008 and has consulted, managed, owned and operated similar events nationally since 1976.

Detail Prior Experience with Public Sector Clients: In 1998 Mr. Finchley produced the giant outdoor music food and craft show at Orange County airport in Montgomery, New York for the benefit of the New York State Trooper's DARE Program. This project required the approval of the Orange County New York legislature. In 2012, Mr. Finchley produced a craft & gift show on the boardwalk in Riis Park, Rockaway Park, Queens, New York under the jurisdiction of the National Gateway Parks Department.

Mr. Finchley has enjoyed an extremely satisfactory mutual working relationship with the Nassau County Department of Parks, Recreation and Museums since 2008.

As a result of his success of the events that Mr. Finchley has produced in association with Nassau County as well as all of the other entities identified herein it is hoped and believed that a continuation of said events is forthcoming.

Information regarding the Proposer

- i) Date of formation: March 19, 2012
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner: Alan Finchley, 750-6A Lido Blvd., Lido Beach, New York 11561 .
- iii) Name, address and position of all officers and directors of the company: Alan Finchley, President, 750-6A Lido Blvd., Lido Beach, New York 11561.
- iv) State of Incorporation: New York.
- v) The number of employees in the firm: 1
- vi) Annual revenue of the firm: [REDACTED]

vii) Summary of relevant accomplishments: Recognized as Long Island's leading producer of quality craft and street fairs.

viii) Copies of all State and Local Licenses and Permits: See attached.

EDWARD P. MANGANO  
COUNTY EXECUTIVE



BRIAN NUGENT  
CHIEF DEPUTY  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
www.nassaucountyny.gov/parks

**Craft Fairs at Various Nassau County Parks RFP#PK0416 -1506**

**Evaluation Score Sheet – ALANS FAIR, INC. dba NASSAU COUNTY CRAFT SHOWS**

Evaluation Criteria	Maximum Points
<b>1. Category: Background and Experience</b> a. Background, experience and past performance of the Proposer in running similar Concession ventures. b. Recruitment, qualification, experience and training of personnel; organizational structure c. Financial stability and soundness of Proposer organization. d. Background Experience in operating day craft fairs and gift shows	25%  <b>SCORE:</b> 20
<b>2. Category: Operating Plan</b> a. Plan for maintaining and operating park facilities and amenities to include the Proposers willingness and ability to work with the County to expand and improve services for residents and the community. b. Effect of operations on the general public's access to the park. c. The appropriateness of the proposed activities and operations to the park setting. d. Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements,	20 % <b>SCORE:</b>  15
<b>3. Category: Return to the County</b> a. Flat fees to be paid by Proposer for each day craft fair and show. b. Flat vendor fees to be paid by Proposer for each day craft fair and show.	55 % <b>SCORE:</b> 50
<b><u>TOTAL SCORE:</u></b>	<b>SCORE:</b> 85

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: YES

Date: 6/16/15

Name: Tim O'Connell

Title: Deputy Commissioner

EDWARD P. MANGANO  
COUNTY EXECUTIVE



BRIAN NUGENT  
CHIEF DEPUTY  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
www.nassaucountyny.gov/parks

**Craft Fairs at Various Nassau County Parks RFP#PK0416 -1506**

**Evaluation Score Sheet – ALANS FAIR, INC. dba NASSAU COUNTY CRAFT SHOWS**

Evaluation Criteria	Maximum Points
<b>1. Category: Background and Experience</b> a. Background, experience and past performance of the Proposer in running similar Concession ventures. b. Recruitment, qualification, experience and training of personnel; organizational structure c. Financial stability and soundness of Proposer organization. d. Background Experience in operating day craft fairs and gift shows	25%  <b>SCORE:</b> <u>25%</u>
<b>2. Category: Operating Plan</b> a. Plan for maintaining and operating park facilities and amenities to include the Proposers willingness and ability to work with the County to expand and improve services for residents and the community. b. Effect of operations on the general public's access to the park. c. The appropriateness of the proposed activities and operations to the park setting. d. Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements.	20 % <b>SCORE:</b> <u>15%</u>
<b>3. Category: Return to the County</b> a. Flat fees to be paid by Proposer for each day craft fair and show. b. Flat vendor fees to be paid by Proposer for each day craft fair and show.	55 % <b>SCORE:</b> <u>45%</u>
<b><u>TOTAL SCORE:</u></b>	<b>SCORE:</b> <u>85%</u>

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

~~Proposed by [Signature] - 7/14~~

Recommendation: good - potential good  
Date: 6/16/15  
Name: Trish Hood  
Title: Rec Sup I

EDWARD P. MANGANO  
COUNTY EXECUTIVE



BRIAN NUGENT  
CHIEF DEPUTY  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PARKS, RECREATION & MUSEUMS  
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554  
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**Craft Fairs at Various Nassau County Parks RFP#PK0416 -1506**  
**Evaluation Score Sheet – ALANS FAIR, INC. dba NASSAU COUNTY CRAFT SHOWS**

Evaluation Criteria	Maximum Points
<b>1. Category: Background and Experience</b> a. Background, experience and past performance of the Proposer in running similar Concession ventures. b. Recruitment, qualification, experience and training of personnel; organizational structure c. Financial stability and soundness of Proposer organization. d. Background Experience in operating day craft fairs and gift shows	25%  <b>SCORE:</b> <u>21</u>
<b>2. Category: Operating Plan</b> a. Plan for maintaining and operating park facilities and amenities to include the Proposers willingness and ability to work with the County to expand and improve services for residents and the community. b. Effect of operations on the general public's access to the park. c. The appropriateness of the proposed activities and operations to the park setting. d. Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements,	20 % <b>SCORE:</b> <u>17</u>
<b>3. Category: Return to the County</b> a. Flat fees to be paid by Proposer for each day craft fair and show. b. Flat vendor fees to be paid by Proposer for each day craft fair and show.	55 % <b>SCORE:</b> <u>45</u>
<b><u>TOTAL SCORE:</u></b>	<b>SCORE:</b> <u>83</u>

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: AWARD

Date: 6/16/11

Name: FRANK J. PUGLISI, JR.

Title: Assistant Commissioner



## COUNTY OF NASSAU

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

1. Name of the Entity: ALANS FAIR INC, DBA *NASSAU COUNTY CRAFT SHOWS*
- Address: 750-6A Lido BLVD
- City, State and Zip Code: Lido Beach NY 11561
2. Entity's Vendor Identification Number: 45-5004963
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp CORPORATION Other (specify)

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

ALAN FINCHLEY 750 Lido BLVD, Lido Beach NY 11561

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

N/A

\_\_\_\_\_

\_\_\_\_\_

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

N/A

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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

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(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: 10/4/15

Signed: [Signature]

Print Name: ADAM FINCHLEY

Title: PRES.

**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

### PERMIT FOR USE AND OCCUPATION OF COUNTY OWNED PROPERTY

PERMIT AGREEMENT and entered, as of the date on which this permit is last executed by the parties hereto, by and between **Alan's Fair, Inc., d/b/a Nassau County Craft Shows** ("Permittee"), with offices at 750-6A Lido Boulevard, Lido Beach, New York 11561, and the **COUNTY OF NASSAU** (hereinafter referred to as the "County"), a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting on behalf of the **Nassau County Department of Parks, Recreation and Museums**, having its address at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks" or "Department").

**WHEREAS**, the County owns and controls the properties known as Eisenhower Park, East Meadow, New York, Cantiague Park, Hicksville, New York, Christopher Morley Park, Roslyn, New York, Nickerson Beach Park, Lido Beach, New York, Cedar Creek Park, Seaford, New York, Wantagh Park, Wantagh, New York and Old Bethpage Village Restoration ("OBVR"), Old Bethpage, New York, attached hereto as Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", and Exhibit "G" (collectively, the "Premises");

**WHEREAS**, the County desires to make the Premises available for conducting Craft Fairs and Gift Shows ("Show" or "Shows") as described herein;

**WHEREAS**, in connection with this continued development of the Premises, the County issued a Request for Proposals #PKPK0416-1506 on April 22, 2015;

**WHEREAS**, the County selected the Permittee, based on the view that the Permittee is well-qualified to develop, facilitate, improve and enhance the public use and enjoyment of the Premises and the County wishes to provide for the long-term operation at the Premises by Permittee, subject to certain terms and conditions contained herein;

**WHEREAS**, the Permittee has applied to the County for permission to use and occupy certain premises (the "Premises") owned by the County as depicted in the attached map(s) for the purpose of conducting craft fairs and gift shows to be held during the term of this Agreement; and

**WHEREAS**, the use and occupancy of the Premises, according to the limitations and restrictions described herein and agreed to by the Permittee, are temporary and will not materially interfere with the use of the Premises and facilities by the public or by the agents, servants and/or employees of the County; and

**WHEREAS**, the Permittee is willing to abide by and carry out the conditions and regulations of this permit which shall not be considered a lease, but merely a license, revocable on notice;

NOW, THEREFORE, in consideration of the covenants and restrictions and demands contained herein and the fee(s) to be paid by the Permittee to the County, the Permittee shall have the right to use and occupy the Premises as detailed herein, pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; to wit:

### **CONDITIONS AND REGULATIONS**

1. **TERM:** The term of this Permit shall commence on January 1, 2016 and shall terminate on December 31, 2018 at 11:59 p.m., subject to sooner termination as provided herein. County will be given the option of renewing this Agreement for two (2) additional one (1) year terms, on the same terms and conditions as stated herein, with the mutual consent of the parties, subject to a written amendment signed by the County Executive or his duly-designated Deputy.

2. **USE OF PROPERTY:** (a) The Premises shall be used only for the purpose of two (2) day Shows during the term of this Agreement, and, except as described in subsection (b) below, shall be used for no other purpose whatsoever. Permittee is required to hold at least ten (10) Shows per calendar year during the term of this Agreement. The dates and locations of each Show shall be coordinated with and approved by Parks.

(b) To the best of its ability, the Permittee shall provide a minimum of ten (10) vendors, at Parks' request, for various County events ("Event or Events"), including but not limited to: the Oktoberfest, Lakeside Theatre Concerts and Car Show at Eisenhower Park, and St. Patrick's Day, Long Island Fair and Candlelight Evenings at OBVR. Permittee shall have no more than six (6) Shows at Eisenhower Park. County Events at Eisenhower Park shall not count towards the Permittee's six (6) permitted Shows.

(c) The Permittee's use and occupancy of the Premises shall be in accordance with the schedule of use as determined by Parks and Permittee. The Schedule of Use for 2016 is attached hereto as Appendix "A". Proposed dates for Shows in the remaining term years must be submitted to Parks by January 31 of each term year.

(d) As respecting each Show, the Permittee is authorized to enter the premises on the evening preceding each Show from 5:00 p.m. to 7:00 p.m., to begin the set-up for the Show.

3. **USE FEE & OTHER FEES:** All fees to be paid by the Permittee shall be paid by certified check, bank cashier's check, or U.S. Post Office money order, payable to the "Treasurer of Nassau County" and delivered to the office of the Commissioner, Department of Parks, Recreation and Museums ("Commissioner"), Eisenhower Park, Administration Building, East Meadow, New York 11554.

(a) **Base Fee:** (i) The Base Fee to be paid by the Permittee for its use and occupancy at Eisenhower Park shall be **Three Thousand Two Hundred and Fifty Dollars** (\$3,250.00) per Show held at Eisenhower Park, payable to "Treasurer of Nassau County". Said fee shall be due and payable at least one (1) week prior to any Show or Event at Eisenhower Park.

(ii) The Base Fee to be paid by the Permittee for its use and occupancy at Christopher Morley Park, Cantiague Park, Nickerson Beach Park, Cedar Creek Park, Wantagh Park and OBVR shall be **Five Hundred Fifty Dollars** (\$500.00) per Show held at the above listed parks, payable to "Treasurer of Nassau County". Said fee shall be due and payable at least one (1) week prior to any Show or Event at the above listed park.

(iii) The Permittee will be charged a fee of **Fifty Dollars** (\$50.00) for every vendor in excess of one Hundred (100) (10 X 10 tents/area) at each Show at Eisenhower Park ("Vendor Fee"). The Permittee will be charged a fee of **Fifty Dollars** (\$50.00) for every vendor in excess of forty (40) (10 X 10 tents/area) at each Show at all other parks

(iv) The Permittee will be charged a fee of **Fifty Dollars** (\$50.00) for every vendor (10 X 10 tents/area) at each Event ("Vendor Fee"). The Long Island Fair shall count as three (3) Events.

(v) The Vendor Fee shall be payable within 5 days of the conclusion of each two (2) day weekend Show or each Event, upon Permittee's submission of a Vendors and Attendance List and after corroboration of said list with the attendance sheet prepared by Parks.

(b) **Late Charges:** Late charges shall be assessed on any payment that is overdue for more than ten (10) days. In the Show that payment of the Use Fee or other charges shall become overdue for fifteen (15) days following the date on which such fees are due and payable as provided in this Permit, a late charge of two percent (2%) per month on the sums so overdue (computed on a thirty (30) day month) from the date they were due and payable shall become immediately due. If such fee(s) and all arrearages (including prior two percent (2%) charges) are not paid in full by the tenth (10) day of the month following the month in which it shall be due, or is already past due, an additional charge of two percent (2%) of the total such fee and arrears shall be added thereto and shall be payable and collectable with the next monthly Use Fee installment. Failure to abide by the terms of this section shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this Permit and shall be a default hereunder. No failure by the Department to bill the Permittee for late charges shall constitute a waiver by the Department of such late charges or the Departments right to enforce the provisions of this section. If any local, state or federal law or regulation which limits the rate of interest which can be charged pursuant to this section is enacted, the rate of interest set forth in this section shall not exceed the maximum rate permitted under such law or regulation.

(c) **Labor Cost Reimbursement.** Permittee will be responsible for all labor costs beyond the standard hourly rates (overtime costs) for all park administrative personnel working a Show.

4. **PARKING:** (a) In accordance with the terms of Section 15 of this Permit, and more particularly the Show Site Plan described therein, Permittee shall be responsible for making all arrangements for parking and parking personnel inside Eisenhower Park during the Show, and shall be responsible for the safe movement of people from all parking areas to site all subject to approval of Parks". Permittee shall be responsible for and ensure that all guests, visitors, attendees and participants adhere to directions given by Parks and/or Nassau County Public Safety ("Public Safety") personnel and park in areas as designated by Public Safety. Subject to Parks approval, Permittee will have the right to limit and control access to Premises Permittee agrees to provide five (5) to ten (10) parking attendants at Premises for the Shows, at all times, at its sole cost and expense, to work with Public Security personnel.

(b) The Commissioner of Parks ("Commissioner") has the right, in his discretion, to impose a parking fee.

5. **MEDICAL:** Permittee shall provide all necessary first aid and emergency services as required by the New York State and Nassau County Department of Health, respectively, and by law, including, without limitation, New York State Sanitary Code Part -18. If required, an ambulance on site throughout the duration shall be provided by the Nassau County Police Emergency Ambulance Bureau. Permittee shall provide a certified check, bank cashier's check or US Postal Money Order in an amount to be determined by the Nassau County Police Dept. (estimated at a minimum of \$1,500.00 per ambulance per day, based on availability) payable to: "Treasurer of Nassau County".

The County shall be responsible for complying with this Section in all County Events.

6. **INSURANCE:** Permittee shall furnish with the application herein a certificate of commercial general liability insurance, issued to and covering the liability of the County and Permittee, with respect to the ownership and use of the property covered by this Permit. Such liability policy shall name the "County of Nassau", its officials, employees, volunteers, agencies and representatives are included as an additional insured under the Commercial General Liability and Excess/Umbrella Liability policies. A waiver of subrogation is granted in favor of the County of Nassau. The limits of liability in such policy shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence with four Million Dollars (\$4,000,000.00) aggregate coverage for all damages arising out of personal injury and bodily injury, including death at any time resulting there from, and destruction to property. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County, and must be received by Commissioner no later than anniversary date of this Agreement or such other time as determined by Parks. The Permittee agrees to furnish additional insurance at the County's request. Failure to provide insurance by said date will result in immediate termination of this Permit.



**IMPORTANT:** a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

**Insured:**

Alan's Fair, Inc. d/b/a Nassau County Craft Shows  
750-6A Lido Boulevard  
Lido Beach, NY 11561

**Description of Operations:**

The Certificate holder, Nassau County, is included as an Additional Insured pursuant to a written contract, for Craft Fairs and Gift Shows.

**Dates:** YEARLY WITH RENEWALS

**Location:** Eisenhower Park, East Meadow, New York, Cantiague Park, Hicksville, New York, Christopher Morley Park, Roslyn, New York, Nickerson Beach Park, Lido Beach, New York, Cedar Creek Park, Seaford, New York, Wantagh Park, Wantagh, New York and Old Bethpage Village Restoration, Old Bethpage, New York and miscellaneous County venues

**Certificate Holder:**

County of Nassau  
1550 Franklin Avenue  
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

7. **WORKERS' COMPENSATION:** In any Show or Event that the Permittee engages, or intends to engage employees for the use, maintenance or repair of the permitted area covered by this permit, Permittee will furnish a certificate of current Worker's Compensation insurance to cover all such personnel.

8. **INDEMNITY:** The Permittee agrees to conduct its activities upon the Premises so as not to endanger any person thereon and to indemnify and hold harmless the County, Parks and its agents, officers and employees (collectively, the "Indemnified Parties"), from and against any and all claims, demands, causes of action, including claims for personal injury and/or death, damages (including damages to the Indemnified

Parties' property), costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of, or in connection with the Permittee's use and occupation of the Premises, whether such use is authorized or not, or from any acts, productions, Shows, etc., of the Permittee, its officers, agents, employees, subcontractors, licensees, displayers, guests, patrons or invitees. The Permittee shall, at the County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against the Indemnified Parties, on any such claim, demand or cause of action, and the Permittee shall pay and satisfy any judgment or decree which may be rendered against the Indemnified Parties in any suit, action or other legal proceeding; and the Permittee shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Permittee, its officers, agents, employees, subcontractors, licensees or displayers, guests, patrons or invitees. The Permittee will not do, or permit to be done, anything in or upon any portion of the Premises or bring or keep anything therein, which will in any way conflict with the condition in any insurance policy upon the Premises or any part thereof, or in any way increase any rate of insurance upon the Premises or on any personal property kept there. The provisions of this section shall survive the termination of this Permit.

9. **CONDITION OF PROPERTY:** Permittee represents and acknowledges that he has inspected the Premises and has knowledge of its condition and of any fixtures and/or other appliances therein or thereon owned by the County and to be used by Permittee and has found the Premises to be suitable for its permitted use as provided herein. The Permittee is accepting the Premises in its "AS IS" condition "WITH ALL FAULTS" as of the date of this Permit. Permittee covenants that he will keep the Premises in a condition equal to that at the beginning of this Permit, and that he will surrender and give up such property to the County on the day herein above provided. Permittee shall obtain permission from the Park's Director before any tents, poles, lights, generators, etc. are erected. Notwithstanding the foregoing, Permittee shall not be required to obtain permission to erect the 10x10 canopy tents erected by the individual vendors, as are necessary for each event. Permittee further covenants that upon vacating such premises, he will forthwith remove all personal property belonging to him from such premises no later than the time and date set forth on the schedule attached hereto as Exhibit A.

10. **CLEANING, REPAIRS, AND MAINTENANCE:** (a) The Permittee shall be responsible for, and shall perform, any repairs, improvement, cleaning, or maintenance work of any kind necessitated due to Permittee's use and occupancy of the Premises.

(b) Permittee shall supply at its own cost poly bags for receptacles. Premises must be returned to the condition it was in prior to the Show.

(c) Without limiting the generality of the foregoing, Permittee will keep the Premises clean and arrange for a complete cleanup and restoration of the Premises at the conclusion of the Show. Premises must be returned to the condition it was in prior to the Show. Vendors must take all their trash with them.

(d) Permittee shall supply at least two (2) portable toilets for each Show at Eisenhower Park, unless otherwise agreed to by Parks. As respecting all other parks, Permittee shall provide the number of toilets as directed by Parks. Permittee shall provide a Contract with paid receipt, with the provider of the portable toilets, upon the payment of each use fee.

(e) Permittee shall supply at least one (1) ten (10) yard dumpster for each Show at Eisenhower Park, unless otherwise agreed to by Parks. As respecting all other parks, Permittee shall provide the number (and size) of dumpsters as directed by Parks. Permittee shall provide a Contract with paid receipt, with the provider of the portable toilets, upon the payment of each use fee.

(f) Unless due to the negligence or intentional act of the Permittee, its employees and/or vendors, the County shall be responsible for all cleaning, maintenance and repairs respecting the Events.

11. **REVOCATION:** The County reserves the right, in the County's sole discretion, for any or no reason, to revoke this Permit on demand, notice mailed to the Permittee at the address given in this Agreement. In the case of revocation of this Permit by the County, the County shall refund to the Permittee any fee for any Show that has not occurred and any security deposit amount remaining after any allowable deductions from the security deposit, paid hereunder by the Permittee.

12. **COMPLIANCE WITH LAWS, REGULATIONS AND CODES:** (a) The Permittee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, prevailing and living wage, disclosure of information, and vendor registration, in connection with its performance under this Permit. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, and any requisite approvals or permits as may be required by the Nassau County Police Department or Nassau County Department of Public Works, as the same may be amended from time to time, enacted, or adopted. The Permittee shall obtain, at its sole cost and expense, any and all approvals, permits and other licenses required by federal, state and local laws, rules, regulations and orders which are or may become necessary including any Nassau County Department of Health permits required, any and all inspections of the Nassau County Fire Marshall's Office .

(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 Show 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.

13. **REPOSSESSION.** The Permittee acknowledges that the Premises are owned by the County and will be used for a public purpose and that repossession by the County of the Premises is essential to the orderly scheduling of work on the Premises or use by the County; that any delay in such work or use, may subject the County to substantial claims for damages, or adversely affect the County's use of same. The Permittee hereby waives the requirements of personal service of the notice of the Writ of Assistance and covenants that in any action or proceeding brought by the County to recover possession of the Premises that the Permittee will not enter any answer and that he will not petition the Court having jurisdiction thereof for a stay of execution of the warrant issued in accordance with the final order in such action or proceeding.

14. **PREPARATION DAY:** As respecting each Show, the Permittee is authorized to enter the premises on the evening preceding the Show from 5:00 p.m. to 7:00 p.m., to begin the set-up for the Show or Event.

15. **CROWD CONTROL/SECURITY REQUIREMENTS:**

- A. Permittee shall prepare a specific site plan for each Show ("Show Site Plan"). The Show Site Plan shall include, but not be limited to, addressing the placement of tents, vendors, generators, sound equipment, all electrical cabling, signage, portable restrooms, crowd control and vehicles. The Show Site Plan must in all respects be acceptable and approved by Parks, in writing, one (1) week prior to each Show. Permittee shall provide County with a signed copy of a contract, and receipt marked paid in full, with the authorized security agency no later than one (1) week prior to each Show. Failure to do so may result in the revocation of this permit. Parks, in its sole discretion, may accept security coverage as provided by Permittee that does not include a licensed security company. In this event, the security provided must comply with all provisions of this Section except as removed by Parks. County shall be responsible for security for all County Events.

- B. Permittee shall supply an adequate number of responsible individuals, as reasonably determined by Parks, to responsibly control the large crowds of people who may attend the Show. The Permittee, at its own cost and expense, shall provide uniformed and easily identifiable security guards and ushers or crowd control personnel to responsibly control the large crowds of people who may attend the Show and to provide security for items of personal property on site for the Show. Security guards shall be responsible for checking all attendees' coolers to ensure that no glass or alcoholic beverages are brought unto the Premises. **The use of armed guards and/or security dogs is strictly prohibited.**
- C. Permittee shall supply County with a Security Plan by no later than one (1) week prior to each Show. Security guards must be on site the Show day from the hours of 6:00 a.m. until 7:00 p.m. or until the premises is cleared of all members of the public. Said security must be present each day of each and every fair that is the subject of this Agreement.
- D. The security guards shall perform their duties in a coordinated manner with Parks and Public Safety in order to insure compliance with the NYS Security Guard Act of 1992. In the Show of any problems with crowd behavior and control, or any emergencies, Parks personnel shall be the controlling authority. The Security Supervisor will meet with the Park Supervisor one half hour prior to opening gates to the public to advise Parks personnel of the number of guards on duty, their location and assignments. Assignment and location plans for security personnel must be submitted to Parks for approval no later than five (5) days prior to the scheduled Show.
- E. The authorized security agency must comply with all of the insurance requirements listed in Sections 6 and 7 of this Permit (e.g. naming the County as the Additional insured).
- F. The County shall supply all security at Events.

Permittee agrees to supply the following information to the Commissioner and the Division of Public Security, Eisenhower Park, East Meadow, New York, 11554. Telephone #572-0300; Fax 572-0367 no later than one (1) week prior to any Show.

- a. Show Site Plan
- b. Security Plan

16. **SPECIAL CONDITIONS AND REQUIREMENTS:** (a) The Permittee acknowledges that the County has an existing concession agreement covering the sale of food and beverages at various County Parks including the Premises and the Permittee agrees that it will not sell or permit the sale of food or beverages or interfere with the existing agreement unless a sub-contracting agreement has been entered into with the concessionaire and it has been approved by the Commissioner. In Addition, all rentals of tents or "bouncies" and entertainment will be arranged through the exclusive concessionaire (Dover Caterers: 516-933-4444). All vendors must be approved in advance by the Commissioner. All food and beverage vendors must have all appropriate licenses and permits and comply with insurance provisions of Section 6 of this Permit naming County as additional insured;

- (b) No fireworks will be permitted;
- (c) No tents or poles may be placed in the ground without prior approval of Parks;
- (d) Alcoholic beverages and controlled substances are strictly prohibited
- (e) Permittee must ensure that any banners placed at any of the Show sites do not impede entry and exit points;
- (f) Should the Show extend past 6:00 PM the Permittee must insure that all personnel, including, but not limited to, security personnel, restroom, parking, and clean-up personnel must remain in attendance, and Permittee shall be solely be responsible for all additional cost and expense. Permittee will provide the County with a list of any and all vendors participating at each of the Shows, along with their contact information: address and phone number, as well as, an itemized list of items the vendor will have on display or be selling. All vendors and sub contracted vendors must observe Federal, State, County Laws and ordinances on items sold. It will be the Permittee's responsibility to monitor vendors for any illegal, moral or lascivious items for purchase.
- (g) Permittee shall promptly notify Parks of accidents or unusual incidents occurring at the Premises. Such notice, including documents filed with any County or local law enforcement, or insurance agencies, shall also be provided in writing within twenty-four (24) hours of the discovery of such accident or occurrence. Such accidents or incidents shall include, without limitation, injury to person, including death, and/or damage to property, fire, flood and casualty. Permittee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Premises, and Permittee shall notify Parks in writing as to said person's name and address.
- (h) This Permit is not a lease. It is not the intent of the parties to create a Landlord-Tenant relationship.
- (i) The Permittee shall provide adequate security at all times for its personal property, equipment, personnel, invitees and the Premises.
- (j) The Permittee is responsible, at its own cost and expense, for supplying and setting up of all tents, tables, chairs, fixtures and all other set-up for the Event, including but not limited to, all labor costs.
- (k) Any damage to the Event grounds will be the responsibility of the Permittee. If applicable, the Permittee shall be required to Parks the amount of \$50.00 per hour/per staff member required.
- (l) Any outside food service considered must be approved by Eileen Krieb, two weeks prior to the Event.

(m) The following Special Conditions and Requirements shall apply solely to the Long Island Fair held at Old Bethpage Restoration Village:

(i) There shall be no home improvement/contractor or face painter vendors at the Event. No more than four (4) financial advisor vendors shall be authorized at the Event.

(ii) All vendor tents must be set up a minimum of three (3) feet from the edge of the road.

(iii) All vendors must be unloaded and have their car removed from the site by 9:30 am. NO CARS WILL BE PERMITTED TO ENTER THE CRAFT SHOW SITE AFTER 9:15 AM OR PRIOR TO 5:45 PM. Any vendor that does not abide by this rule will not be allowed back, and will forfeit the vendor fee.

(iv) Vendors will be issued a parking permit which they MUST display in order to access the show site.

17. **ADVERTISING:** Parks shall be responsible for the creation of all advertisements and signage relating to all Shows and Events contemplated under this Agreement, subject to at least 30 days' review and the approval by (i) the Permittee and (ii) the County. During the 30 day review period, Permittee shall be entitled to propose changes and modifications to the proposed signage. Permittee shall have the right to print or to arrange for the printing of programs for the Show containing advertising matter, except advertising matter which is indecent, in obvious bad taste, of dubious veracity, or which demonstrates a lack of respect for public morals or conduct. Permittee may release news items to the media as it sees fit, provided that Permittee establishes a telephone number at which public information inquiries regarding the Show will be received and addressed. If the Commissioner, in his discretion, finds the content of any news releases to be unacceptable, then Permittee shall cease their distribution or alter such releases as directed.

**Signage:** The County has the right to require any and all signage to include the Nassau County Logo. Signs shall be designed, fabricated, installed, and removed by Parks. Any placement of signage advertising the Show at entrances, exits, or high visibility areas is subject to approval from Commissioner of Parks Department. Size of signage is at the discretion of the Commissioner and subject to his approval. Signs shall be installed in place by Parks, at each site, 10 days prior to the Show (the time may be extended at the discretion of the Commissioner) and removed within 24 hours of the end of the Show date by Parks personnel. **The fee for said signage is as follows: Eisenhower Park - \$500.00 per Show for the use of four (4) signs, and \$100.00 for one (1) sign per Show at the other Parks included herein. Said Fee shall be paid by the Permittee to "Friends of Nassau Recreation, Inc."**

18. **SHOW CANCELLATION:** The Permittee expressly agrees that Parks shall have the right to cancel, stop or postpone the Show in the Show of inclement weather or other dangerous or emergency condition. The Permittee shall be consulted

before any such decision is made. The County shall not be liable for any losses that may occur due to such delays, cancellations or postponement and has no obligation to schedule a substitute date for the Show in question or to refund any permit fees. County shall maintain the final say as to if, and when, the number of people inside the Premises has reached capacity. Premises and vicinity must be cleared of all people (participants, spectators, personnel) in case of thunder and lightening, by private security.

19. **SECURITY DEPOSIT:** (a) Upon affixing its signature to this Permit, Permittee shall provide the County with a security deposit in the amount of **Two Thousand Dollars (\$2,000.00)** ("Security Deposit"). The Security Deposit shall be held by the County without liability for the County to pay interest thereon, as security for the full, faithful and prompt performance of and compliance with each and every term and condition of this Permit to be observed and performed by the Permittee. The Security Deposit shall remain with the County until expiration of Permit and Permittee has complied with every condition of Permit.

(b) Security Deposit shall consist of cash, a certified check, bank check or U.S. Postal Money Order, payable to the "Treasurer of Nassau County". The County shall not be obligated to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(c) If any fees or other charges or sums payable by Permittee to the County shall be overdue or unpaid or should the County make payments on behalf of the Permittee, or should the Permittee fail to perform any of the terms of this Permit, then County may, at its option, and without prejudice to any other remedy which the County may have on account thereof, after five days notice, appropriate and apply the Security Deposit or as much thereof as may be necessary to compensate the County toward the payment of permit fees, late charges, liquidated damages or other sums due from the Licensee or towards any loss, damage or expense sustained by the County resulting from such default on the part of Permittee. In the Show Permittee shall fully and faithfully comply with all of the terms, covenants and conditions of this Permit and pay all fees and other charges and sums payable by Permittee to the County, the Security Deposit shall be returned to Permittee following the surrender of the Premises by the Permittee in compliance with the provisions of this Permit.

20. **NOTICES:** Any notice, request, demand or other communication required to be given or made in connection with this permit 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, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable; in each case to the attention of and at the address specified below:

Notices to County will be given to:

Brian Nugent



Chief Deputy Commissioner  
Nassau County Department of Parks Recreation & Museums  
Administration Building  
Eisenhower Park  
East Meadow, NY 11554  
(516) 572-0272  
Fax: (516) 572-0260

With a copy to:

Hon. Carnell T. Foskey  
County Attorney, Nassau County  
One West Street  
Mineola, New York 11501  
(516) 571-3076  
Fax: (516) 571-6684

Notices to the Permittee will be given to:

Alan Finchley  
Nassau County Craft Shows  
750-6A Lido Boulevard  
Long Beach, New York 11561  
516-442-6000  
Cell phone 516-859-8444  
[alan@nassaucountycraftshows.com](mailto:alan@nassaucountycraftshows.com)

21. **NO ASSIGNMENT OR TRANSFER:** This Permit shall not be assigned, shared, or transferred without the prior written consent of the Commissioner and any purported assignment, sharing or transfer without such consent shall be null and void.

22. **EXECUTORY CLAUSE:** Notwithstanding any other provision of this Agreement:

Approval and Execution. The County shall have no liability under this Permit (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 Commissioner (as defined in this Agreement).

23. **NO ARREARS OR DEFAULT:** The Permittee 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.

24. **NO WAIVER OF COUNTY'S RIGHTS:**

The failure of the County at any time to demand strict performance by Permittee of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and County may, at any time, demand strict and complete performance by Permittee of said terms, covenants and conditions or of any other term and conditions of this Permit.

**25. RIGHTS RESERVED BY THE COUNTY:**

(a) All rights not specifically granted to Permittee in this Agreement shall be reserved by the County.

**26. 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 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, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

**27. 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:

(1) Notice. At least thirty (30) days prior to seeking relief the Permittee shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Chief Deputy County Executive ("CDCE") 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 Permittee shall send or deliver copies of the documents presented to the CDCE under this Paragraph 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 CDCE. The complaint or necessary moving papers of the Permittee shall allege that the above-described actions and inactions preceded the Permittee's action or special proceeding against the County.

(2) 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.


28. SECTION AND OTHER HEADINGS:

The Paragraph and other headings contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

ALAN'S FAIR, INC. D/B/A NASSAU COUNTY  
CRAFT SHOWS

By:   
Name: ALAN FINCHLEY  
Title: PRESIDENT  
Date: 10/27/15

NASSAU COUNTY

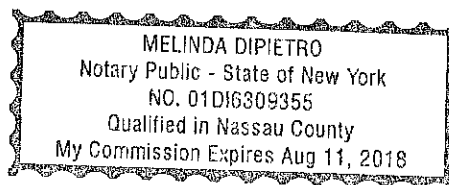
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

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

On the 27 day of October in the year 2015 before me personally came ALAN Finchley to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the President of ALAN's bar, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC



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

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being duly sworn, did depose and said that (s)he resides in \_\_\_\_\_ County; that (s)he is the County Executive or \_\_\_\_\_ Chief Deputy County Executive or \_\_\_\_\_ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

*Eisenhower Park, East Meadow, New York*

LOCATION MAP – WHERE FAIR TO BE HELD



**mapquest**

Map of:

**1988 Hempstead Tpke**

East Meadow, NY 11554-1712

Notes

**EISENHOWER**

*Rest In Peace*

*With A \$350,000*

*Life Insurance Policy For*

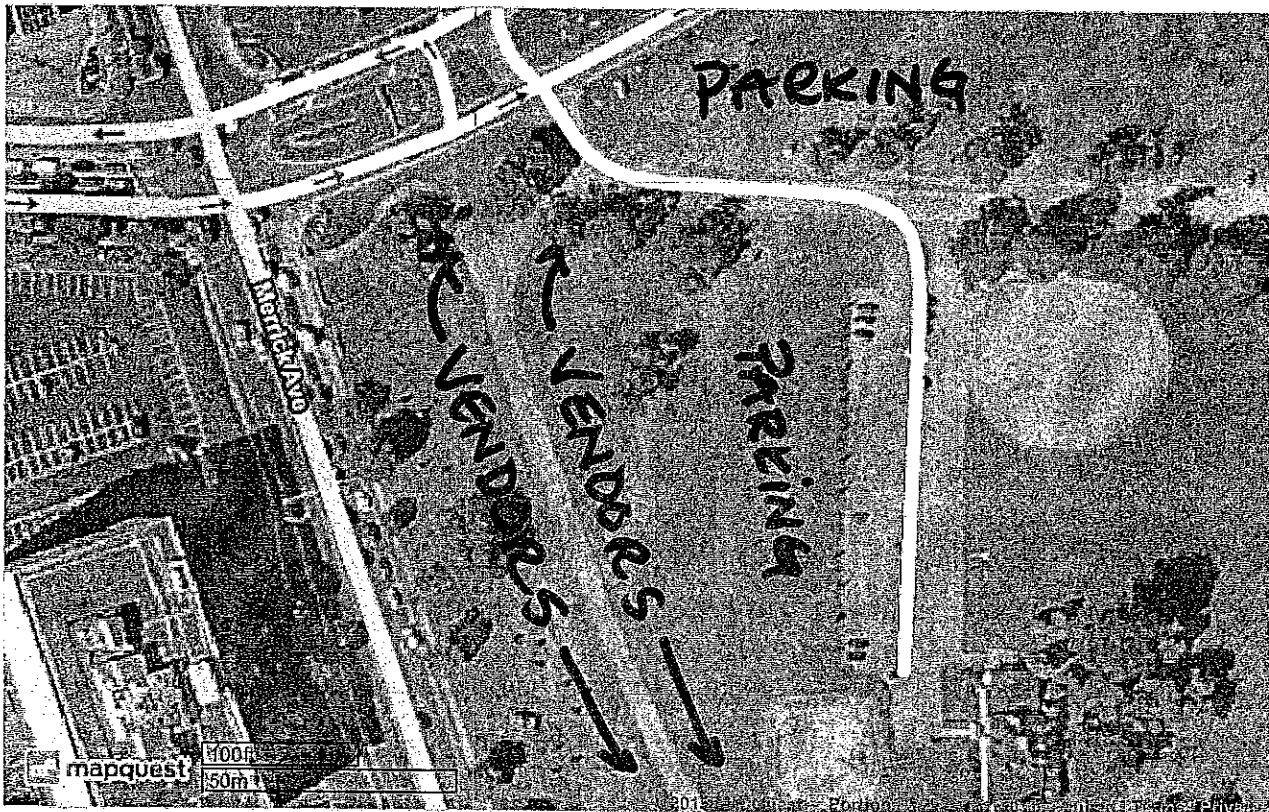
*\$21/Month*

18-25	Click Your Age:	OVER 75
26-35		66-75
36-45		56-65
46-55		

Calculate New Payment

©2011

lifeinsurance.com



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**EXHIBIT B**

*Cantiague Park, Hicksville, New York*

LOCATION MAP – WHERE FAIR TO BE HELD





Map of:  
**1988 Hempstead Tpke**  
 East Meadow, NY 11554-1712

Notes

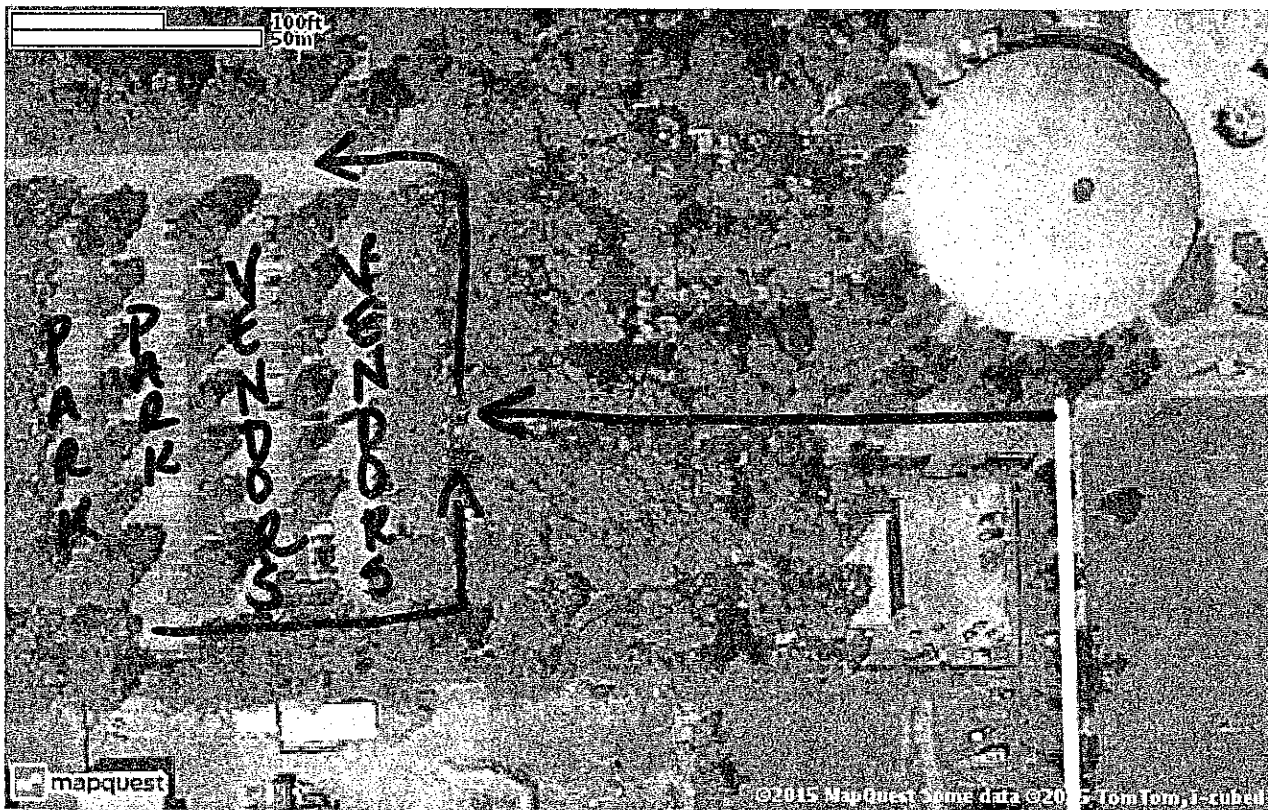
**CANTIAQUE**

## To investors who want to retire comfortably.

If you have a \$500,000 portfolio, download the guide by *Forbes* columnist and money manager Ken Fisher's firm. It's called ***Maximize Your Social Security for Retirement***. Even if you have something in place right now, it *still* makes sense to request your guide!

[Click Here to Download Your Guide!](#)

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**EXHIBIT C**

***Christopher Morley Park, Roslyn New York***

**LOCATION MAP – WHERE FAIR TO BE HELD**



Map of:

**1988 Hempstead Tpke**

East Meadow, NY 11554-1712

Notes

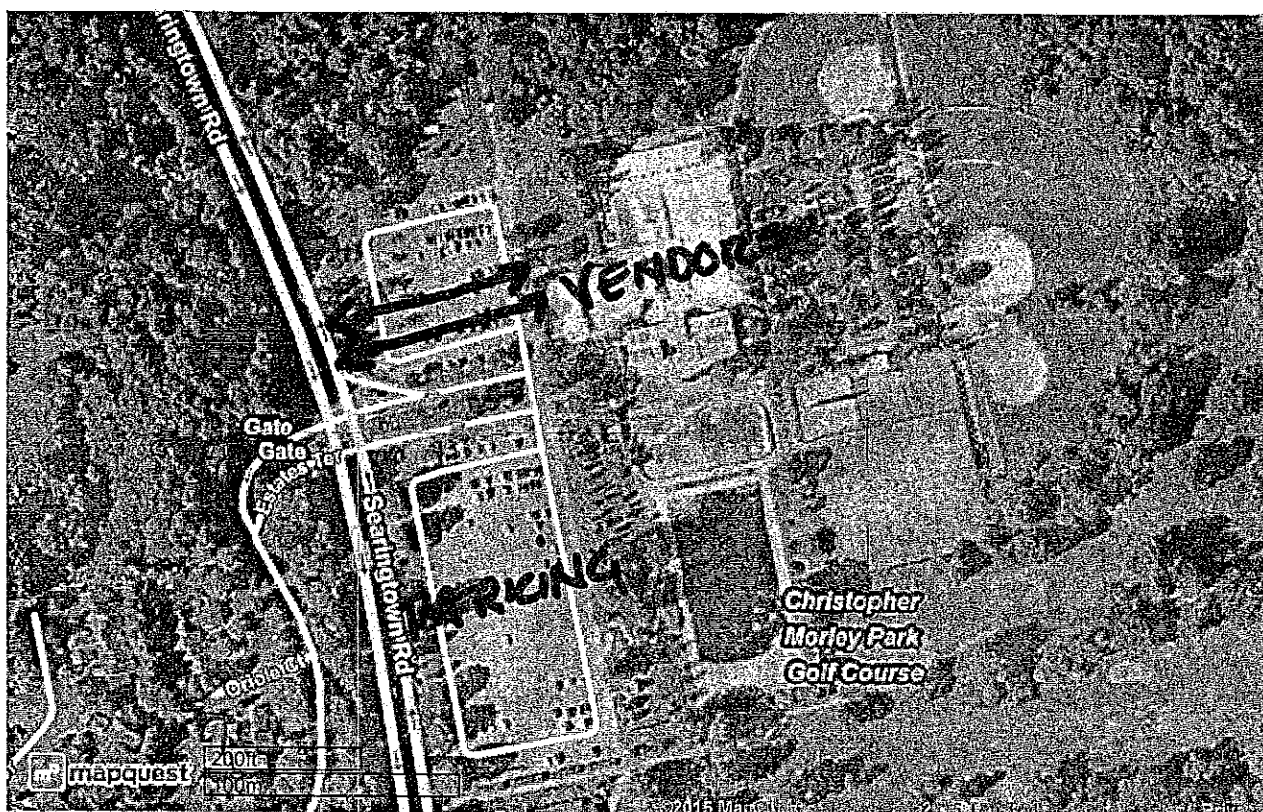
CHRISTOPHER MORLEY

## Want to retire comfortably?

If you have a \$500,000 portfolio, download the guide by *Forbes* columnist and money manager Ken Fisher's firm. It's called *The Definitive Guide to Retirement Income*. Even if you have something else in place right now, it *still* makes sense to request your guide!

[Click Here To Download Your Guide!](#)

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**EXHIBIT D**

*Nickerson Beach Park, Lido Beach, New York*

LOCATION MAP – WHERE FAIR TO BE HELD



Map of:

**1988 Hempstead Tpke**

East Meadow, NY 11554-1712

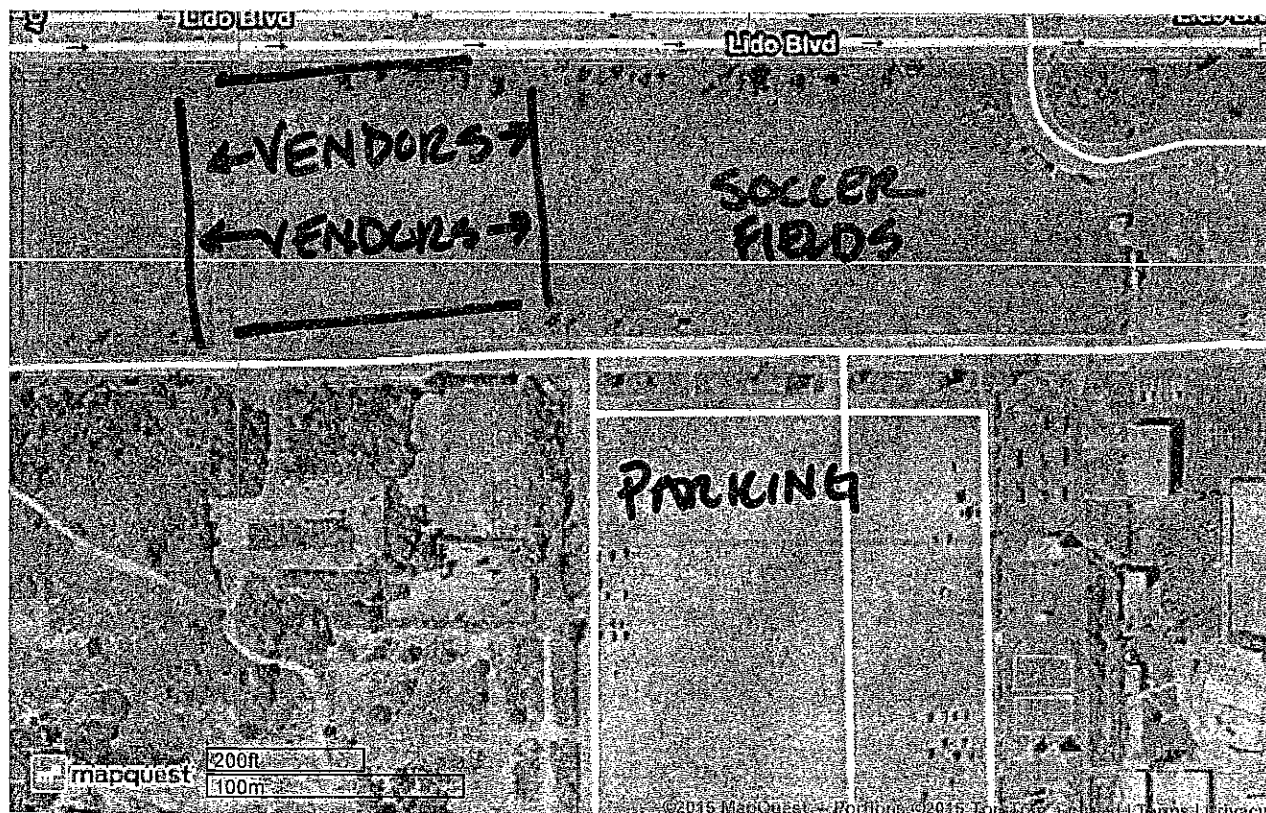
Notes

**NICKERSON BEACH****Want to retire comfortably?**

If you have a \$500,000 portfolio, download the guide by *Forbes* columnist and money manager Ken Fisher's firm. It's called ***The Definitive Guide to Retirement Income***. Even if you have something else in place right now, it *still* makes sense to request your guide!

[Click Here To Download Your Guide!](#)

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**EXHIBIT E**

*Cedar Creek Par, Seaford, New York*

LOCATION MAP – WHERE FAIR TO BE HELD



Map of:

**1988 Hempstead Tpke**

East Meadow, NY 11554-1712

Notes

**CEDAR CREEK****Want to retire comfortably?**

If you have a \$500,000 portfolio, download the guide by *Forbes* columnist and money manager Ken Fisher's firm. It's called ***The Definitive Guide to Retirement Income***. Even if you have something else in place right now, it *still* makes sense to request your guide!

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**EXHIBIT F**

***Wantagh Park, Wantagh, New York***

LOCATION MAP – WHERE FAIR TO BE HELD





mapquest

Map of:

1988 Hempstead Tpke

East Meadow, NY 11554-1712

Notes

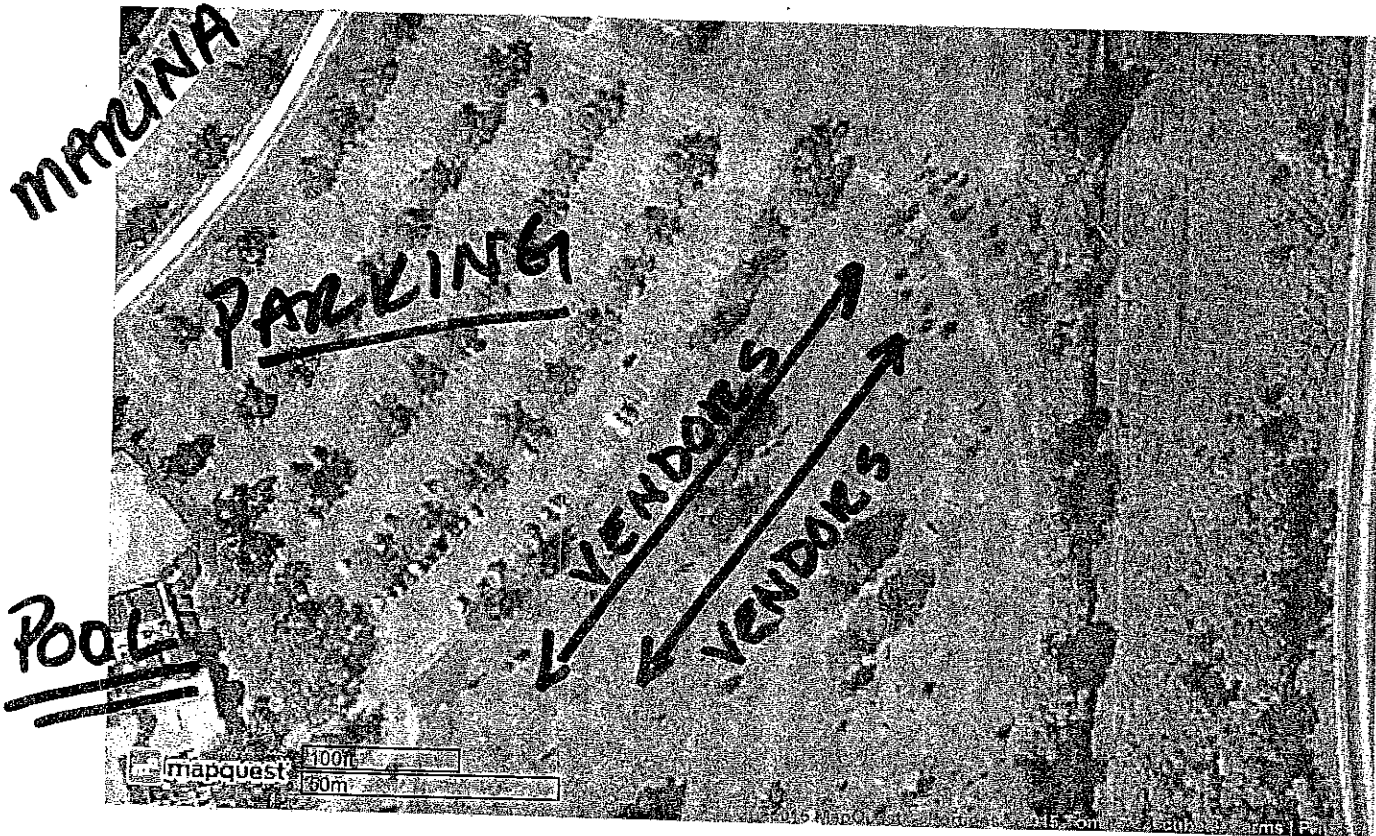
WANTAG H

### Want to retire comfortably?

If you have a \$500,000 portfolio, download the guide by *Forbes* columnist and money manager Ken Fisher's firm. It's called ***The Definitive Guide to Retirement Income***. Even if you have something else in place right now, it *still* makes sense to request your guide!

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**EXHIBIT G**

***Old Bethpage Village Restoration, Old Bethpage, New York***

LOCATION MAP – WHERE FAIR TO BE HELD



Map of:  
**1988 Hempstead Tpke**  
East Meadow, NY 11554-1712

Notes

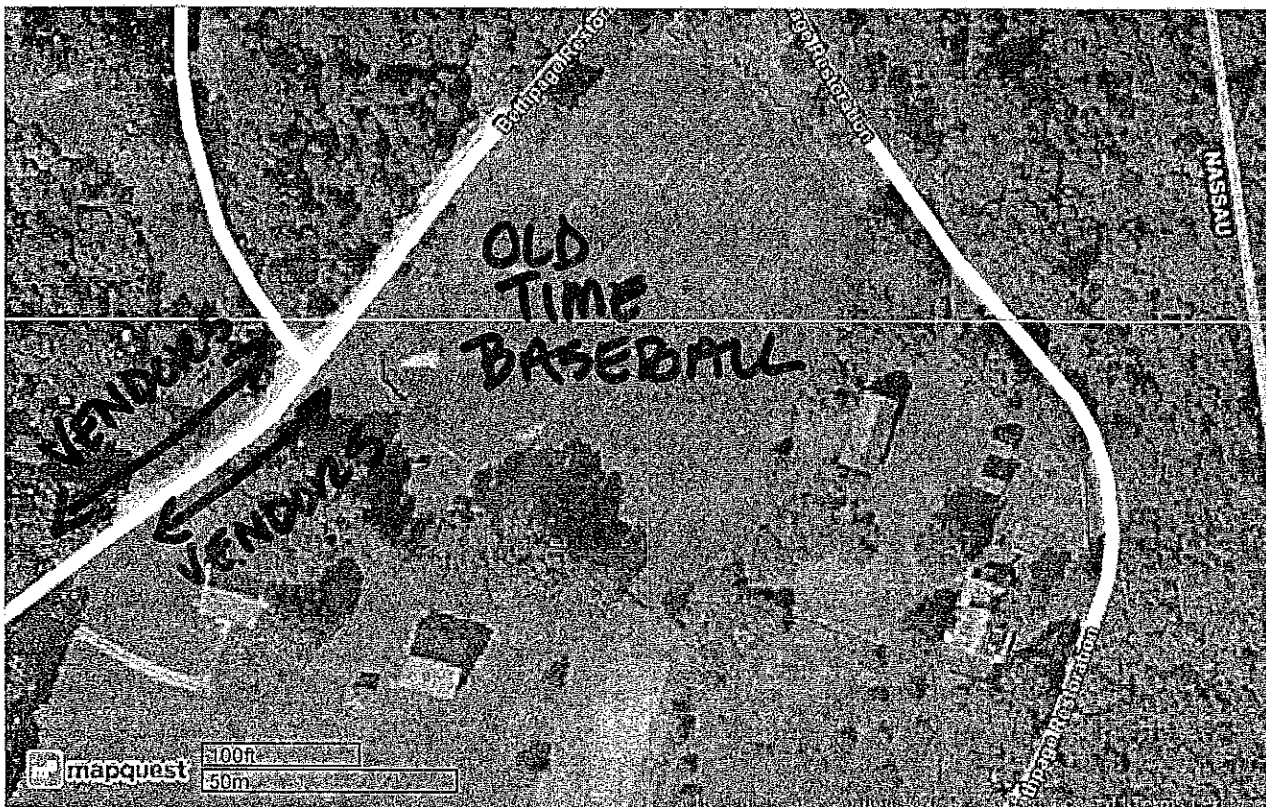
**OLD BETHPAGE**

### Want to retire comfortably?

If you have a \$500,000 portfolio, download the guide by *Forbes* columnist and money manager Ken Fisher's firm. It's called ***The Definitive Guide to Retirement Income***. Even if you have something else in place right now, it *still* makes sense to request your guide!

[Click Here To Download Your Guide!](#)

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**APPENDIX A**  
**2016 SCHEDULE OF SHOWS**

April 9-10 Christopher Morley Park  
April 16-17 Cantiague Park  
May 7-8 Eisenhower Park  
May 21-22 Nickerson Beach Park  
June 18-19 Eisenhower Park  
August 6-7 Wantagh Park  
September 3-4 Eisenhower Park  
October 8-9 Nickerson Beach Park  
October 15-16 Eisenhower Park  
October 29-30 Christopher Morley Park  
November 5-6 Christopher Morley Park

## Appendix L

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

ALAN FINCHLEY (Name)

750-6A LIND BLVD, LIND BEACH NY 11581 (Address)

516-859-8444 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the Show that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Permittee \_\_\_\_\_ (has) ☒ (has not) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ (has) ☒ (has not) been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of

wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

12/27/15  
Dated

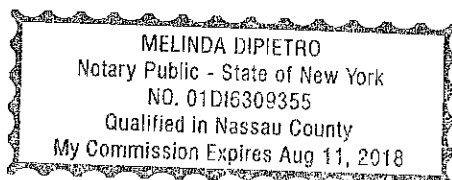
[Signature]  
Signature of Chief Executive Officer

ALAN FINCHLEY  
Name of Chief Executive Officer

Sworn to before me this

27 day of October, 2015.

[Signature]  
Notary Public



## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.



- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/25/2016

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

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

<b>PRODUCER</b> EDWIN J O'TOOLE INS AGENCY INC 727A West Park Avenue Long Beach, NY 11561		<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (516) 764-7800 FAX (A/C No): (516) 855-0063 E-MAIL: ototooleins265@aol.com ADDRESS:		
<b>INSURED</b> Nassau County Craft Shows DBA Nassau County Craft and Gift Shows 750 Lido Blvd Unit 6A Lido Beach, NY 11561		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
		INSURER A: Underwriters at Lloyds		
		INSURER B: Scottsdale Insurance Company		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GNJ15L062	08/03/15	08/03/16	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ Included
								\$
B	AUTOMOBILE LIABILITY			XBS0054415	08/03/15	08/03/16	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUS - TORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

The Certificate Holder, Nassau County is included as an additional insured for Craft Fairs & Gift Shows pursuant to the terms of the written contract. See the attached list of locations and sites

## CERTIFICATE HOLDER

## CANCELLATION

County of Nassau  
1550 Franklin Avenue  
Mineola, New York 11501

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

AUTHORIZED REPRESENTATIVE

# MEMO

Date:

1/27/2016

TO: Nassau County Craft Shows  
DBA Nassau County Craft and Gift Shows  
750 Lido Blvd Unit 6A  
Lido Beach, NY 11561

FROM: EDWIN J O'TOOLE INS AGENCY INC  
727A West Park Avenue  
Long Beach, NY 11561  
(516) 764-7800  
FAX: (516) 855-0063

The Certificate Holder - County of Nassau is included as additional insured for the following shows:

Dates: April 9-10, 2016

October 29-30, 2016 \*\*Coverage will need to be shown upon renewal for this event as the current policy expires August 3rd, 2016\*\*.

Location: Christopher Morley Park, Roslyn, New York (North End of the parking lot adjacent to the exit lane from the park to Seasingtown Road).

Dates: April 16-17, 2016

Location: Cantiague Park (In the West Parking Lot)

Dates: April 2-3, 2016

May 7-8, 2016

Location: Eisenhower Park (Field 8)

Dates: May 21-22, 2015

Location: Nickerson Beach Park (Along the North Fence of the Park Adjacent to Lido Blvd.)

Dates: June 18-19, 2016

Location: Eisenhower Park (Field 8)

Dates: September 3-4, 2016 & October 15-16, 2016 \*\*Coverage will need to be shown upon renewal for this event as the current policy expires August 3, 2016\*\* Location: Eisenhower Park (Field 8)

Dates: October 1st & 2nd, 2016 & December 15th & 18th, 2016

\*\*Coverage will need to be shown upon renewal for this event as the current policy expires August 3, 2016\*\*

Location: Old Bethpage Village Restoration

Dates: October 8-9, 2016 \*\*Coverage will need to be shown upon renewal for this event as the current policy expires August 3, 2016\*\*

Location: Nickerson Beach Park (Along the North Fence of the Park adjacent to Lido Blvd.)

Dates: October 29-30, 2016 \*\*Coverage will need to be shown upon renewal for this event as the current policy expires August 3, 2016\*\*

Location: Christopher Morley Park (In the North end of the parking lot adjacent to the exit lane from the park to Seasing town road.