

**E-H6****R2****Contract Details**SERVICE Programmer/ Systems analysisNIFS ID #: CQIT15000026NIFS Entry Date: 11/19/2015Term: from Execution to 1 year

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

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

**Agency Information**

Vendor	
Name	Vendor ID#
VenTek Inc.	412200315-01
Address	Contact Person
	Loan Phan
	Phone
	(516) 625-0360

County Department	
Department Contact	
Ed Eisenstein	*****Please send final, sealed copy to Vandana Manucha
Address	
240 Old Country Road	
Mineola, NY 11803	
Phone	
(516) 571-4265	

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/>			
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	11/24		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
12/1/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/2/15		
12/14/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/14/15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/23/15		
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
12/1/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	12/1/15		

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE



## Contract Summary

<b>Description:</b> Programmer/Systems analysis services to maintain the large scale computer systems at the Department of Health, Social Services, and Human Services.
<b>Purpose:</b> Onsite Personnel service of Programmer/System Analysis is required for the large scale computer systems by the Department of Health, Social Services, and Human Services, to smoothly operate local production system environment synchronous with NYS's WMS operation. To Analyze, develop and maintain computer programs and systems.
<b>Method of Procurement:</b> Streamlined RFP
<b>Procurement History:</b> The contract was entered into after a written request for proposals a streamlined RFP was issued on August 19 <sup>th</sup> , 2015. Potential proposers were made aware of the availability of the RFP by emailing to five potential proposers. Proposals were due on September 2, 2015. Only 2 proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Tawanna Turner and Xuyen Ly. The proposals were scored and ranked, scoring sheets are attached. As a result of the scoring and ranking, VenTek was selected.
<b>Description of General Provisions:</b> Vendor will provide Nassau County Programmer/System Analyst services that will meet the Departmental priorities <ol style="list-style-type: none"> <li>1. Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation</li> <li>2. Analyze the need for and develop internal computer support systems as required</li> <li>3. Effect the migration of applications to work on both the PC and Smart Devices</li> <li>4. Program and maintain computer programs and systems</li> <li>5. Monitor system operation with a view toward balanced system resources</li> <li>6. Develop the computer Programming and operating abilities of IIT Personnel</li> </ol>
<b>Impact on Funding / Price Analysis:</b> The maximum amount for full consideration for all services under this Agreement shall not exceed \$197,400.00.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	IT
Control:	Gen
Resp:	1950
Object:	DE
Transaction:	500


RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$197,400.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$197,400.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1950/DE500	\$197,400.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$197,400.00</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <u>12/21/15</u>
Date	Date	(For Office Use Only)
		E #:

E-1-16

RULES RESOLUTION NO. 2-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTION ON BEHALF OF THE  
DEPARTMENT OF HEALTH, SOCIAL SERVICES, AND HUMAN  
SERVICES, AND VENTEK INC.

WHEREAS, the County has negotiated a personal services agreement  
with VenTek, Inc. ("VenTek") with regard to programmer / system analysis  
services, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with VenTek.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-11-16  
VOTING:  
ayes 5 nays 2 abstained 0 recused 0  
Legislators present: 7

# 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:** December 7<sup>th</sup>, 2015

1) Proposer's Legal Name: VENTEK INC.

2) Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): SAME AS ABOVE

Phone: 516-625-0360

Does the business own or rent its facilities? RENT

4) Federal I.D. Number or Social Security Number: 41-2200315

5) Dun and Bradstreet number: 78-562-9861

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

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

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

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

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

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

occurrence. \_\_\_\_\_  
\_\_\_\_\_

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

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

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

17) Conflict of Interest:

a) Please disclose:

(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.

**VenTek Response: There are no conflicts of interest between Nassau County and VenTek or any employee of VenTek in any way.**

(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.

**VenTek Response: There are no family relationships of any employee of VenTek that may create a conflict of interest with Nassau County or create the appearance of a conflict of interest in any way.**

(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.

**VenTek Response: There are no other matters between VenTek or its employees and Nassau County that may create a conflict of interest or create the appearance of a conflict of interest in any way.**

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.

**VenTek's Response: All employees sign a non-disclosure and conflict of interest agreement.**

**VenTek Response: see Organization Overview Section below (Section A, B, & C)**

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

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

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

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

- B. Indicate number of years in business.

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

**ORGANIZATION OVERVIEW**

***RFP Requirement: Qualifications (date of formation, location, state of incorporation, summary of relevant accomplishments etc)***

**A. Background**

VenTek Inc. is a Minority and Women-Owned Business Enterprise, which offers innovative technology solutions designed to meet the needs of Human services. We are committed to providing high-quality service and integrity to our client partners. We believe that this approach to doing business is the foundation of our success in our long-term business relationships. We have many areas of technical expertise from standalone system to multi-users application. We constantly embrace new technologies and merge them with traditional approaches to create the most appropriate solutions for our clients.

Established in January 2006 to meet the complex needs of Human Services, VenTek Inc. is an organization that has the government experience, commitment, dedication, brainpower, and people with the personal skills to achieve this goal. VenTek knows the Health and Human Services. Our clients, such as Jefferson County and Onondaga County, are extremely happy with the way we executed our work with the utmost professionalism and with delivery on time and under budget.

These experiences and successes demonstrate how VenTek has been helping government transform from older, outdated tools to the latest state-of-the-art technology.

VenTek is a private company that is incorporated in New York and 100% owned by Loan Phan, PhD (see *Principal Questionnaire*). An address for Dr. Phan could be given to the proper authority at Nassau County upon request. Additional information below and in *Business History Form*:

**Location:** [REDACTED] 77

**State of Incorporation:** New York (see attachment)

**Employees:** less than 10 employees

**Dun & Bradstreet:** 78-562-9861

**Revenues:** \$531,765 (2013), \$671,066 (2014), \$621,901 (2015 to date)

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

Company Nassau County Department of Social Services

Contact Person Tawanna Turner

Address 60 Charles Lindberg Blvd

City/State Uniondale, NY 11553

Telephone 516-227-8376

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

E-Mail Address Tawanna.Turner@hhsnassaucountyny.us

\_\_\_\_\_



Company Nassau County Department of Social Services  
Contact Person Marjorie Krohn  
Address 60 Charles Lindberg Blvd  
City/State Uniondale, NY 11553  
Telephone 516-227-7634  
Fax #   
E-Mail Address Marjorie.Krohn@hhsnassaucountyny.us

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Company Nassau County Department of Social Services  
Contact Person Douglas Russel  
Address 60 Charles Lindberg Blvd  
City/State Uniondale, NY 11553  
Telephone 516-227-7105  
Fax #   
E-Mail Address Douglas.Russell@hhsnassaucountyny.us

(Certificate of Incorporation Page 1 of 2)

12:41p

Direct Incorporation

734-426-7768

p. 2

New York State  
Department of State  
Division of Corporations, State Records  
and Uniform Commercial Code  
Albany, NY 12231

15060127001327

(This form must be printed or typed in black ink)  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**VenTek Inc.**  
(Insert corporate name)

Under Section 402 of the Business Corporation Law

**FIRST:** The name of the corporation is: VenTek Inc.

**SECOND:** This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

**THIRD:** The county, within this state, in which the office of the corporation is to be located is: Kings

**FOURTH:** The total number of shares which the corporation shall have authority to issue and a statement of the par value of each share or a statement that the shares are without par value are: 100 shares at \$.001 par value per share.

**FIFTH:** The secretary of state is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

Loan K. Phan, Ph.D.

**SIXTH:** *(optional)* The name and street address in this state of the registered agent upon whom process against the corporation may be served is:

(Certificate of Incorporation Page 2 of 2)

Jan 17 06 12:41p

DirectIncorporation

734-426-7768


F. 3

F 060127001327

SEVENTH: (optional—the existence of the corporation begins on the date the certificate of incorporation is filed by the Department of State. Corporate existence may begin on a date, not to exceed 90 days, after the date of filing by the Department of State. Complete this paragraph only if you wish to have the corporation's existence to begin on a later date, which is not more than 90 days after the date of filing by the Department of State.) The date the corporate existence shall begin is: \_\_\_\_\_

**Incorporator Information Required**

X



Edward Stahlin

(Type or print name)



(Address)



(City, State, Zip code)

ICC  
STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED JAN 27 2006

TAX \$

10

BY:

LB

King

**CERTIFICATE OF INCORPORATION**

OF

VenTek Inc.

(Insert corporate name)

Under Section 402 of the Business Corporation Law

Filed by: Edward Stahlin, Vice President - Enitia Corporation

(Name)



(Mailing address)



(City, State and Zip code)

Note: This form was prepared by the New York State Department of State for filing a certificate of incorporation for a business corporation. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The fee for a certificate of incorporation is \$125 plus the applicable tax on shares required by Section 140 of the Tax Law. The minimum tax on shares is \$10. The tax on 200 no par value shares is \$10 (total \$135). Checks should be made payable to the Department of State for the total amount of the filing fee and tax.

060127001419

2

Edward P. Mangano  
County Executive

Dr. Phillip E. Elliott  
Deputy County Executive

County of Nassau  
Office of Minority Affairs

Hereby Grants Certification to:

**VenTek Inc.**

*This certificate acknowledges that this company has met the criteria as established by the Minority and Woman-Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Minority and Woman Owned Business Enterprise (MWBE).*

*This certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.*

Certification Number  
OMAR-MWBE-10-2045-16-DED

Certification Date  
07/15/2014

Expiration Date  
08/15/2016

  
Dr. Phillip E. Elliott  
Deputy County Executive

  
Cesar Iman, MBA  
Certification Analyst

## CERTIFICATION

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

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

Sworn to before me this                      day of                      2015

Notary Public

Name of submitting business: VENTEK INC

By: Loan Phan  
Print name

Signature \_\_\_\_\_

\_\_\_\_\_  
President/CEO  
Title

Date        /        /

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Loan Phan  
SSN [REDACTED]  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED] NY 11377  
**Business address** [REDACTED]  
City/state/zip [REDACTED]  
**Telephone** [REDACTED]  
Other present address(es) N/A  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 01 / 27 / 2006 Treasurer 01 / 27 / 2006  
Chairman of Board    /   /    Shareholder 01 / 27 / 2006  
Chief Exec. Officer 01 / 27 / 2006 Secretary    /   /     
Chief Financial Officer 01 / 27 / 2006 Partner    /   /     
Vice President    /   /       /   /     
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
NO X YES     If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES     If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES    ; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES     If Yes, provide details.

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

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

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

and local regulatory agencies while you were a principal owner or officer? NO X YES \_\_\_\_ If Yes; provide details for each such investigation.

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

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



## CERTIFICATION

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

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

Sworn to before me this      day of      2015.

Notary Public

VENTEK INC  
Name of submitting business

Loan Phan  
Print name

Signature

President/CEO  
Title

Date        /        /

EXECUTIVE ORDER NO. 1 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, that the Office of the Nassau County Attorney shall ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid shall include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form") attached hereto and made a part hereof; and it is further

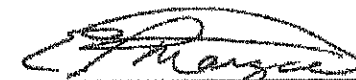
ORDERED, that the Department of Purchasing/Shared Services ensure every bid document published on the Nassau County Purchasing website, including but not limited to Requests for Proposals, include the Disclosure Form; and it is further

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

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

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015



EDWARD P. MANGANO  
COUNTY EXECUTIVE

00 4 15 P 4 00  
RECEIVED  
MAY 15 2015  
COUNTY CLERK  
NASSAU COUNTY

E-1-16

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: VenTek Inc  
Address: [REDACTED]  
City, State and Zip Code: [REDACTED]
2. Entity's Vendor Identification Number: \_\_\_\_\_
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp S-Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Loan Phan (100%) - President / CEO  
[REDACTED]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Loan Phan (100%) - [REDACTED]  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
JAN - 5 - 11 35

COUNTY OF NASSAU

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

1. Name of the Entity: VenTek Inc

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: 41-2200315

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

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

100% Loan Phan - [REDACTED]

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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.

N/A

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

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

None

(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: 11/3/15

Signed: 

Print Name: Loan Phan

Title: President/CEO

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.



143 STRATFORD N ROSLYN HEIGHTS, NY 11577

### OWNER & MANAGEMENT DISCLOSURE

VenTek Inc. is a Minority and Women-Owned Business Enterprise, which offers innovative technology solutions designed to meet the needs of Human services. We are committed to providing high-quality service and integrity to our client partners. We believe that this approach to doing business is the foundation of our success in our long-term business relationships. We have many areas of technical expertise from standalone system to multi-users application. We constantly embrace new technologies and merge them with traditional approaches to create the most appropriate solutions for our clients.

VenTek is a private company that is incorporated in New York and 100% owned by Loan Phan, PhD. Dr. Phan is President & CEO of VenTek Inc. An address for Dr. Phan could be given to the proper authority at Nassau County upon request. Additional information below:

**Location:** [REDACTED]

**State of Incorporation:** New York [REDACTED]

**Employees:** less than 10 employees

**Dun & Bradstreet:** 78-562-9861

Print Name Loan Phan

Title President/CEO

Signature

Date

11/3/15



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

VenTek Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

[REDACTED]

Requester's name and address (optional)

6 City, state, and ZIP code

[REDACTED]

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

[REDACTED]

or

Employer identification number

41-2200315

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

[Signature]

Date ▶

11/5/15

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Health, Social Services, and Human Services, having its principal office at 60 Charles Lindenburg Avenue, Uniondale, New York 11553 (the "Department"), and (ii) VenTek Inc., a New York corporation, having its principal office at [REDACTED] (the "Contractor").

### WITNESSETH:

WHEREAS, the County seeks to retain a programmer / systems analysis to maintain the large scale computer systems at the Department (the "Maintenance Services"); and

WHEREAS, a Request for Proposals for the Maintenance Services was issued on August 19, 2015; and

WHEREAS, the Contractor submitted a response to the RFP on Aug 24<sup>th</sup>, 2015, that was found to be beneficial to the County; and

WHEREAS, the Contractor was awarded a contract on Sept 18, 2015; and

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

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

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

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

1. Term. This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of one (1) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for four (4) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of Programmer/Systems Analyst services (the "Services") and is

described in detail in Appendix A Statement of Work (SOW -Professional / System Analyst Scope of Services ) attached hereto and incorporated herein by reference.

3. Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Hundred and Ninety Seven Thousand and Four Hundred Dollars (\$197,400.00) ("Maximum Amount") payable in accordance with Appendix A ("Payment Section") attached hereto and incorporated herein by reference.

(b) The Contractor shall not perform Services that would cause billings to exceed the Maximum Amount unless additional funds are encumbered pursuant to this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. Notwithstanding the foregoing, the Contractor's right to receive payment for work completed by the Contractor for the County shall not be affected or denied in the event of an administrative timing error in issuing invoice Vouchers to County.

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

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

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to

any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) The Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached to this Agreement as Appendix L. The Contractor shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor

acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential or that is otherwise protected from disclosure under Federal, State or Local law; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by the Contractor under this Agreement (such as records or information) shall remain the sole property of the County, will be deemed "Confidential Information" and will be held in confidence in accordance with this Agreement. The Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with this Agreement. Such data and materials will be returned to the County upon completion of the Services. Access to

Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use. Confidential Information of the County may only be disclosed as provided for in Section d above or with the written consent of the County (and then only to the extent of the consent);

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

(f) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services. (g) The provisions of this section shall survive the termination of this Agreement

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control.

(d) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of Nassau County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

8. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County")

Executive”), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

9. Subcontracting.

(a) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(b) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(c) The Contractor’s obligation to pay its subcontractors is an independent obligation from the County’s obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(d) The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(e) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

10. Right to Works. (a) Upon execution of this Agreement, any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs, source code and/or any other material produced by the Contractor for the County pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) Works Made for Hire: The Contractor acknowledges that all of the Contractor’s works of authorship, including but not limited to any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs and/or any other materials produced or used by the Contractor for the

County pursuant to this Agreement ("Copyrighted Materials") shall be considered and are "works-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the owner thereof, including any copyrights, patents, or other intellectual property rights pertaining thereto and of all aspects, elements, and components thereof in which copyright protection might exist. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Contractor works and hereby irrevocably transfers, assigns, and conveys all of the Contractor's right, title, and interest, including exclusive copyright, patent, and other intellectual property rights, ownership in and to the Copyrighted Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrighted Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(c) Contractor Property or Works. Unless otherwise agreed upon between the parties in this Agreement, the Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or works, including all pre-existing intellectual property interests held by Contractor (the "Contractor Works"). Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works solely for the County's internal use. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by the Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of the Contractor or used by the Contractor.

(d) Upon payment of all amounts due therefore, the Contractor shall grant to the County a non-exclusive, United States license to use any such Contractor Works solely for the County's internal use. The County may make reasonable copies of such pre-existing material for backup and archival purposes in accordance with applicable law. The County shall reproduce such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies. Subject to the other provisions in this subsection 8(b), any copies that the County makes of such Contractor Works shall remain the Contractor's sole property.

#### 11. Patent/Copyright Claims.

(a) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or arising out of or in connection with any breach of warranty by the Contractor. As a condition to the foregoing indemnity obligation, the County shall give



the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) In addition to the foregoing, if the use of any Deliverable(s), item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such Deliverable(s), item(s) or part(s) thereof, as applicable; (ii) to modify the Deliverable(s), item(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s), item(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s), item(s) or part(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement; (v) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (vi) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; or (ii) made without the Contractor's approval.

(d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a deliverable, item or part under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

(e) The provisions of this Section shall survive termination of the Agreement.

12. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional

manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance and errors and omissions insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars (\$1,000,000.00) per occurrence; and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

15. Warranty. (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as

such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a SOW in accordance with the stated warranty term(s).

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

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

to be provided under this Agreement.

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

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

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

17. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(a) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding,

including reimbursement, from the State or Federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

24. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 Dollars \$533.00 for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

25. Services for Other Municipal Entities. It is understood that the Services

described in the Agreement may be purchased by any other municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal Entities, and not the County, shall be liable to the Contractor.

26. Financial Deterioration of Vendor. In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

27. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

28. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof

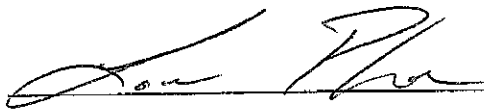


and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

VenTek Inc.

By: 

Name: Loan Phan

Title: President / CEO

Date: 11/3/15

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

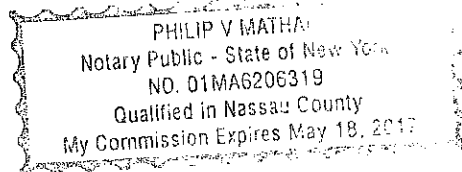
STATE OF NEW YORK )

) ss

COUNTY OF NASSAU)

On the 3<sup>rd</sup> day of November in the year 2015 before me personally came Loan Phan 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/CEO of VenTek Inc., the Corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said Corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

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

NOTARY PUBLIC

## **Appendix EE**

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

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

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

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

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

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

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

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

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

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

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

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

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

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

- i. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- ii. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

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

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

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

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

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

solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

As used in this Appendix EE the term "Executive Director" shall mean the



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

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

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

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

Appendix L  
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Loan Phan (Name)

[REDACTED] (Address)

[REDACTED] (Telephone Number)

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

3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

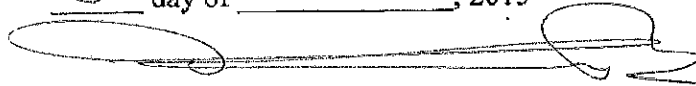
11/3/15  
Dated

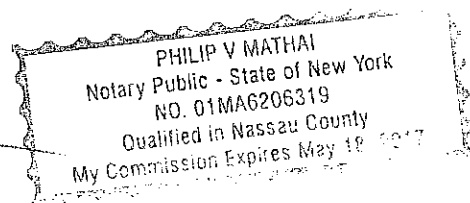
  
Signature of Chief Executive Officer

Loan Phan  
Name of Chief Executive Officer

Sworn to before me this

3rd day of Nov, 2015

  
Notary Public



Appendix A  
Statement of Work

1. Professional / System Analyst Scope of Services

The work to be performed under this contract will be full-time (35 hours per week), on-site personnel service required to maintain the large scale computer systems investment that the agencies has built up over the years. Primary work location is 60 Charles Lindberg Ave, Uniondale, NY. This work will be performed in such a way as to meet the following Departmental priorities:

- Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation
- Analyze the need for and develop internal computer support systems as required
- Effect the migration of applications to work on both the PC and Smart Devices
- Program and maintain computer programs and systems
- Monitor system operation with a view toward balanced system resources
- Develop the computer programming and operating abilities of IT personnel
- 

The tasks required under this contract include, but may not be limited to:

- Analyze the need for local computer systems
- Design and develop computer systems
- Write computer applications in ASP.NET (Visual Basic, HTML 5, JavaScript)
- Develop reports in SSRS, Cognos 10 and jobs in SSIS
- Assemble computer programs into job streams
- Maintain computer systems and programs.
- Coordinate with IT personnel in the development and operation of computer systems
- Interact with vendor personnel whom these agencies are contracted with as required to maintain system operations

2. Payments:

Services will be billed monthly after services are performed.

Billing will be based on Hourly rate of \$120.00 per Hour, Thirty Five hours per week for 47 weeks annually.

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: VenTek Inc.

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: 412200315-01

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

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

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

The Contract was entered into after a written request for proposals Streamlined RFP was issued on August 19<sup>th</sup>, 2015. Potential proposers were made aware of the availability of the RFP by emailing it to five potential proposers. Proposals were due on September 2<sup>nd</sup>, 2015. Two proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Twannna Turner and Xuyen Ly. The proposals were scored and ranked, scoring sheets are attached. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

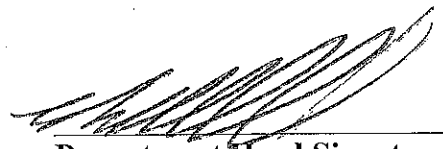
**VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

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

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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

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



0258

VENTEK, INC.  
143 STRATFORD N  
ROSLYN HEIGHTS, NY 11577  
(516) 625-0360

DATE Nov 5, 2015

1-2-210

PAY TO THE  
ORDER OFNassau County\$ 533.00five hundred and thirty-three00/100 DOLLARSSecurity Features  
Included  
Details on Back**CHASE** JPMorgan Chase Bank, N.A.  
www.Chase.com

CQIT15

FOR RFP for Analyst/Programmer

⑈000258⑈ ⑈02100002⑈




**BIDDER LIST OF HHS Programmer VENDORS**

Scoring Instructions: For each RFP received, place a number 1-5 to indicate the strength to which the vendor will be able to satisfy the requirement. Fill in the shaded boxes only. Also fill in the date and your name below.

- 5 - Excellent
- 4 - Good
- 3 - Average
- 2 - Below Average
- 1 - Poor

<b>Date:</b> 09/16/15			
<b>Evaluator Name:</b> Susan Salerno Sverdlin			
<b>Vendor Scoring - HHS Programmer RFP</b>			
	IIT	VenTek	Comments
<b>Quality of Service</b>			
25% Score:	1.00 0.25	5.00 1.25	IIT did not provide a written proposal.
<b>Related Experience (15%)</b>			
50% Score:	2.00 1.00	5.00 2.50	
<b>Cost of Overall Project (30%)</b>			
25% Score	4.00 1.00	3.00 0.75	VenTek higher cost is justified by the overall quality of the proposal and shorter startup time.
<b>Total Score</b>	2.25	4.50	VenTek is the overall best value.

Scoring Instructions: For each RFP received, place a number 1-5 to indicate the strength to which the vendor will be able to satisfy the requirement. Fill in the shaded boxes only. Also fill in the date and your name below.

- 5 - Excellent  
4 - Good  
3 - Average  
2 - Below Average  
1 - Poor

Date: 9/16/2015

Evaluator Name: Xuyen Ly

## Vendor Scoring - HHS Programmer RFP

Evaluator Name: Xuyen Ly				
<b>Vendor Scoring - HHS Programmer RFP</b>				
	IIT	VenTek		Comments
<u>Quality of Service</u>				
25% Score:	2.00	4.00		
	0.50	1.00		
<u>Related Experience (15%)</u>				
50% Score:	3.00	4.00		
	1.50	2.00		
<u>Cost of Overall Project (30%)</u>				
25% Score	4.00	3.00		
	1.00	0.75		
Total Score	3.00	3.75		

# BIDDER LIST OF HHS Programmer VENDORS

Scoring Instructions: For each RFP received, place a number 1-5 to indicate the strength to which the vendor will be able to satisfy the requirement. Fill in the shaded boxes only. Also fill in the date and your name below.

- 5 - Excellent
- 4 - Good
- 3 - Average
- 2 - Below Average
- 1 - Poor

Date: 9/16/15			
Evaluator Name: Tawanna Turner			
<b>Vendor Scoring - HHS Programmer RFP</b>		IIT	VenTek
Quality of Service		2.00	4.00
25% Score:		0.50	1.00
Related Experience (15%)			
50% Score:		2.00	4.00
		1.00	2.00
Cost of Overall Project (30%)		4.00	3.00
25% Score		1.00	0.75
Total Score		2.50	3.75

IIT did not submit a formal proposal. Only provided 2 resume's and was unable to determine the quality of services they offer

Based on the 2 resume's submitted by IIT, they have the technical skillset but minimal operational knowledge of NYS Public Welfare systems

Ventek price point is more in comparison to competitors with same technical experience

## **Department of Health, Social Services, and Human Services Programmer/Systems Analyst**

The Department of Information Technology ("NCIT") of Nassau County, New York (the "County") is currently seeking proposals from Qualified Vendors ("Qualified Vendors") located and authorized to do business in the State of New York, to provide Professional Services for a Programmer/Systems Analyst for the Department of Health, Social Services and Human Services. The purpose of the request is to provide Nassau County with proposals that will culminate in the development and execution of a contract with one vendor NCIT determines to be eligible to provide Professional Services for procurement by NCIT.

NCIT may select vendors from among responding vendors based on a thorough analysis of each business's ability to provide the County with the highest quality services at the most cost-effective fees.

Nassau County is committed to policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

Any and all awards are subject to the standard terms and conditions of Nassau County contracts, copies of which can be provided upon request.

### **Anticipated Proposal Schedule**

Dates indicated below are subject to change at the sole discretion of the County.

Response Due: Wednesday September 2, 2015

Award Date: Wednesday September 9, 2015

Proposals must be submitted in writing via email to Donna Neiland, Nassau County Department of Information Technology.

[dneiland@nassaucountyny.gov](mailto:dneiland@nassaucountyny.gov)

## **SCOPE OF WORK AND PROPOSAL REQUIREMENTS**

### **Background**

The following Departments, Health, Social Services, and Human Services comprise of approximately 1500 users resident at 4 sites across the County. These agencies administer several different programs for the citizens of Nassau County. Some of these programs include Temporary Assistance, Medical Assistance, SNAP, Child Support, Title XX Services Programs, such as Day Care, Foster Care, Adoption, Child Find (formerly CHAP), Early Intervention, Mental Health, and Programs for Office for the Aging.

There are multiple State agencies that oversee the various Programs within these Departments. The Staff use multiple State and Local systems, on the State Human Services Enterprise Network (HSEN), to efficiently perform their work within mandated processing timeframes. In addition to providing computer resources for daily business operations, applications are also externally available around the clock for staff and vendors.

This RFP is seeking a resource that is familiar with current technology, with the skills and knowledge required to program and run the systems at the Department of Health, Social Services and Human Services; who have programmatic/operational knowledge of the interaction between State and Local Systems, will provide expansion and support for the key case management systems that these Departments rely on, and who will be able to create efficiencies through system integration and automation.

### **Required Skill/Experience**

Resource must be able to provide qualified personnel possessing the following minimum requirements:

#### ***Operational knowledge of the following NY State public welfare systems and County Local Systems/Data Warehouses:***

WMS, BICS, Wang Legacy, CCTA, SCU, SOS, NIFS, NUHRS, NYEIS, KIDS, EITPB, Preschool, CONNECTIONS, Child Find, Early Intervention, OTDA Data Warehouse, OCFS Data Warehouse, Central SOS, eMedNY

***IT Qualifications:*** .NET Compact Framework, ASP.Net, HTML5 (migration of current application for iPad access), SQL 2008 R2 database administration, SSIS, SSRS, COGNOS, Crystal, Javascript, Windows Server 2008 R2 Server and Cluster Management, Backup Exec, RecoverPoint Appliance; Qualified COGNOS person with full range of expertise in COGNOS catalog

development and maintenance; Microsoft background; Expertise in SQL database environment; Experience in web deployments; Expertise in incorporating external data into reporting and analytic processes; Project development of integrated systems within Health, Social Services and Human Services; Data Transformation; Systems Analysis and Database Design

**Work to be performed** The work to be performed under this RFP will be full-time, on-site personnel service required to maintain the large scale computer systems investment that the agencies has built up over the years. Primary work location is 60 Charles Lindberg Ave, Uniondale, NY. This work will be performed in such a way as to meet the following Departmental priorities:

- Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation
- Analyze the need for and develop internal computer support systems as required
- Effect the migration of applications to work on both the PC and Smart Devices
- Program and maintain computer programs and systems
- Monitor system operation with a view toward balanced system resources
- Develop the computer programming and operating abilities of IT personnel

The tasks required of the individual who would fulfill requirements of this RFP include, but may not be limited to:

- Analyze the need for local computer systems
- Design and develop computer systems
- Write computer applications in ASP.NET (Visual Basic, HTML 5, Javascript)
- Develop reports in SSRS, Cognos 10 and jobs in SSIS
- Assemble computer programs into job streams
- Maintain computer systems and programs.
- Instruct IT personnel in the development and operation of computer systems
- Interact with vendor personnel whom these agencies are contracted with as required to maintain system operations

#### **HSEN Environment (60 CLB Data Center)**

##### *County Equipment*

- **2-Node Microsoft 2008 R2 Cluster**
  - SQL 2008 R2 supporting State and local data
  - Hyper-V Wang Instance running Wang legacy code
  - Electronic Document Repository (50 million documents)
- **RecoverPoint- Remote Replication Protection**
  - 15 Terabytes of storage

- Synchronous back-up to secondary system at Bethpage Data Center
- **3 server web farm**
  - Windows 2008 R2 (IIS 7.1)
  - Windows Network Load Balance
  - ASP.Net 4.0
  - Hosting 10+ browser based SSL –VPN enabled applications

*State Equipment*

- 3 File and Printer Servers
- Domain Controller
- State Legacy Mainframe equipment

*Software*

- Local browser based applications written in ASP.NET 4.0 (HTML 5) with windows authentication
- Cognos 10 Reporting Tools
- Crystal Reports
- SQL Server Reporting Services 2008 R2
- SQL Server Integration Services 2008 R2
- .NET Compact Framework

**Nassau County  
Department of Information  
Technology**

**VenTek Response**

Request for Proposal  
for

Nassau County Department of Health, Social services, and  
Human Services Programmer/System Analyst

August 24, 2015







## **EXECUTIVE SUMMARY:**

VenTek Inc. is a Small Business Enterprise, which offers innovative technology solutions designed to meet the needs of Human services. We are committed to providing high-quality service and integrity to our client partners. We believe that this approach to doing business is the foundation of our success in our long-term business relationships. We have many areas of technical expertise from standalone system to multi-users application. We constantly embrace new technologies and merge them with traditional approaches to create the most appropriate solutions for our clients.

Established in January 2006 to meet the complex needs of Human Services, VenTek Inc. is an organization that has the government experience, commitment, dedication, brainpower, and people with the personal skills to achieve this goal. VenTek knows the Department of Social Services. Our customers, such as Jefferson County and Nassau County, are extremely happy with the way we executed our work with the utmost professionalism and with delivery on time and under budget. These successes prove firsthand how VenTek has been helping government transform from older, outdated tools to the latest state-of-the-art technology.

VenTek employs an unbeatable combination of experienced people, unsurpassed project management skills, and proven best-practiced services. Our people have the skill sets necessary to understand your requirements and provide the solution you need and carry out your objectives with creativeness that will help save County taxpayers money. Many organizations have used our talents and tools to produce high-quality results. VenTek has strived to provide the highest quality offering at a very competitive price. When all this is provided at the right price, the solution is truly unbeatable.

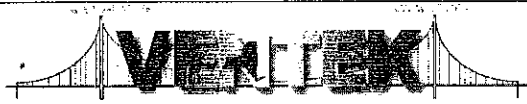


## **A. INTRODUCTION**

Nassau County Department of Information Technology is seeking a resource that is familiar with current technology, with the skills and knowledge required to program and run the systems at the Department of Health, Social Services and Human Services; who have programmatic/operational knowledge of the interaction between State and Local Systems, will provide expansion and support for the key case management systems that these Departments rely on, and who will be able to create efficiencies by developing a more comprehensive integrated program management system for the provision of health and human services. This project will maximize the integration of the large client base that exists within each Department of HHS. This integration will be targeted towards achieving maximum utilization of data to the benefit of the County employee, who provides services, while maintaining the integrity and security of the data. The vendor you select to aid with this process must be able to stand up to your most challenging requests, and be a vendor that is exceedingly knowledgeable of the Nassau's systems. VenTek is committed, dedicated, and have the staff with the personal skills and knowledge to achieve this goal.

Since 2003, through subcontracting, our staff has been providing consulting services to Nassau County Health and Human Services by developing, designing, and implementing Status Tracking. VenTek is a vendor that you have learned can be trusted to deliver results when you need them. Our staff skills, professionalism, and work ethics are what VenTek stands for. Combined with our competitive pricing, we are confident that we are the partner with the solutions that your county needs.

Thank you very much!



## **B. WORK APPROACH NARRATIVE**

Our experiences relating directly with NCHHS system, VenTek staff, have spent many years on-site as members of the development team for No Wrong Door and many of Nassau systems. They have worked hand in hand with all the Departments of Human Services to design and develop new solutions to assist and improved their daily operations. The approach is to have our staff continue to work closely with your team to assist in the expansion and enhancement to your current systems that he helped create. Through the years, VenTek Inc. have accomplished the tasks listed below for Nassau County and we look forward to continuing this relationship:

- Integrate and develop new systems to replace the current Wang legacy systems.
- Provide a recommendation of which technology to apply and potential product which are available to be use.
- Integrate Non-DSS Department personnel data into single Database of Health and Human Services
- Consolidate data of all Departments of Health & Human Services and integrating non-RDBMS (xbaxe, MS Access, MS Excel ect.) into single database(SQL Server)
- We utilized third party components to integrate in our case management system; ViewOne (Daeja Image Systems) to display images and R.a.d Editor (Telerik) to for case notes allowing workers to add additional comments.
- We integrated CRYSTAL Report to generate appointment letters.
- Member of a team to design and develop application to support No Wrong Door Environment
  - Client Tracking,
  - Client Scheduling
  - Client Inquiry Tracking
  - Case Management
  - Personnel
  - Medicaid Spend-down
  - Help Desk system,
  - Security
  - Single Point of Entry(Resource database)
  - SPOT System
  - Emergency Night Service
- Design and develop Applications to replace existed legacy system
  - CAARS, Resource Database Application(Office for Aging),
  - Client Refer System(Department of Mental Health),
  - Client Assessment Tracking(Department of Drug and Alcohol)
- Integration of Lobby Application into Avalon Display System
- Integrate web Reporting environment
  - Authoring
  - Access & Delivery
  - Management
- Data warehouse Development



- Responsible for all business analyses, Documentation, Create Test Data, Tested, Implemented, modified code of existing system and debug

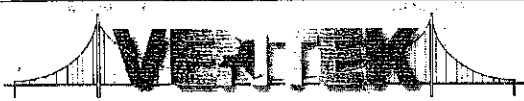
### **C. KEY PERSONNEL/EXPERIENCES**

Trung Ha (**Attachment A**, experiences/skills) has been providing consulting services to Nassau County Health and Human Services by developing, designing, and implementing numerous systems are as followed:

- Status Tracking
- Address Inquiry
- App Track
- Cash Receipt System
- CBIC Form
- Lombardi Case management
- Managed Care Roster Management
- Medicaid Saving Plan(MSP)
- Shelter Placement Online Tracking(SPOT)
- MA Spenddown
- Emergency Night Placement(ENS)
- Services Alert
- CAARS(Office of the Aging)
- Community Resource(Office of the Aging)
- Daily reports and statically data
- In the process of expanding all applications to be utilized in mobile technology
- Work with supporting the NYS system

Trung Ha is the sole consultant that you have learned can be trusted to deliver results when you need them. Mr. Ha's operational knowledge of both state and local systems is evident since he has worked with Nassau County HHS to support third party software that are utilized by the departments and NYS such as WMS, BICS, Wang Legacy, CCTA, SCU, SOS, NIFS, NUHRS, NYEIS, KIDS, EITPB, Preschool, CONNECTIONS, Child Find, Early Intervention, OTDA Data Warehouse, OCFS Data Warehouse, Central SOS, eMedNY. His skills, professionalism, and work ethics are what VenTek stands for. Mr. Ha has been on-site for over 12+ years in crucial development roles at Nassau County, will continue to work on the expansion of the functionality and the user base of the above systems. Combined with our competitive pricing (as shown below), we are confident that we are the sole partner with the solutions that your county needs.

1 PROGRAMMER ANALYST @ \$120.00/HR X 35 HRS/WK X 47 WKS = \$197,400.00 1,645.00  
H@ \$120.00 PER HOUR = \$197,400.00 RS



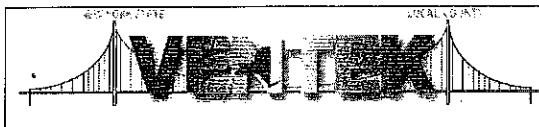
### **Attachment A: Trung Ha Revelant Skills & Experiences**

Over 18 years of experience in the field of application software development, architecture, analysis, design, development, testing, implementation, support and user training for various systems. Last 13 years has been extensively working with the Nassau County Human Services to redesign, develop and support local system that integrate NYS computer systems and applications, existing local and third party line of business applications.

- Design and Develop solution by preparing and evaluating alternative workflow solutions.
- Establishing a detailed program specification through discussion with clients.
- Breaking down program specification into its simplest elements and translating this logic into a programming language.
- Devising possible solutions to anticipated problems.
- Combining all elements of the program design and testing it.
- Determines database structural requirements by analyzing client operations, analyze source data, applications, and programming; reviewing objectives with clients; evaluating current systems.
- Maintains database performance by identifying and resolving production and application development problems; optimizing database to gain efficiency and reduce latency.
- Testing sample data-sets to check that output from the program works as intended.
- Conducting testing and installing the program into production.
- Troubleshooting problems and resolving the issues by program re-design if necessary.
- Evaluating and increasing the program's effectiveness.
- Adapting the program to new requirements, as regulations, business rules, or work responsibilities changes.
- Maintaining existing software and coding bug-fixes and efficiencies.
- Design and develop solutions for enterprise and departmental business intelligence(SSRS / SSIS / SSAS).
- Analyzing data from different perspectives and summarizing it into useful information - information that can be used.

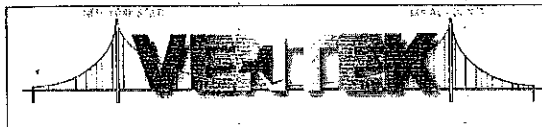
### **KNOWLEDGE/SKILLSETS**

- .NET Compact Framework, ASP.Net, ASP.Net MVC , HTML5, SQL 2008 R2 database administration, SSIS, SSRS, COGNOS, COGNOS.catalog, Crystal, JavaScript, Windows Server 2008,2010,2014 R2 Server and Cluster Management, Backup Exec, RecoverPoint Appliance;
- WMS, BICS, Wang Legacy, CCTA, SCU, SOS, NIFS, NUHRS, NYEIS, KIDS, EITPB, Preschool, CONNECTIONS, Child Find, Early Intervention, OTDA Data Warehouse, OCFS Data Warehouse, Central SOS, eMedNY.



## PROJECT EXPERIENCE

1. *Status Tracking (STS)*: to track clients visiting the Human Services by registering the client, applicant or visitor when upon arrival on the premises and keeps abreast of their DSS activities until their needs have been met. This is accomplished by the built-in referral process. Once the appropriate DSS (Department of Social Services) personnel see the client, the client can then be referred to a different DSS and HHS (Human Services) area without needless delays or waiting in long lines
2. *Commissioner call log*: tracks all calls regarding services, case & application status or information inquiry. The incident will be log, email, track, and dispose.
3. *Address Inquiry*: Combination of matching by case number, case type, program, name, street name, town and zip. This assist in information, application process and fraud.
4. *App Track*: breaking down pending list of applications by program areas, units, worker and pending period.
5. *TA Recertification*: Integrate TA recertification data and schedules to assign appropriate date and time for client to come in for recertification interview. Export data into excel in the format that can be cut and paste into CNS system to batch mail notification to client. Tracking SN population and UTX alert.
6. *Cash Receipt System*: This system designed to tracking payments, recoups, accounts receivable and accounts payable as well as the handling of daily deposits.
7. *CBIC Form*: electronic referral by worker to CBIC and process to validate and return to worker if the information is incorrect. This required interaction with Status Tracking to trigger activity to be refer.
8. *Managed Care Roster Management*: Preparation for eligibility update email and upload to provider or facilitate enrollment
9. *Medicaid Saving Plan (MSP)*: send application, notices in regarding Medicaid savings plan eligibility, tracking and reports of the applications return
10. *AFIS Call-In*: Tracking of all clients that required finger imaging.
11. *In-House SPOT (IN\_SPOT)* : In-house application used in the building by OHHS and DSS to manage the provider information, to authorize the clients to the shelter, and keep track of the client activities like no-show, CNAT (Client Need Assessment Task), and monitor the payment request from the providers



12. *Portal-SPOT (SPOT\_PORTAL)*: the portal applications used by the providers to monitor the clients being authorized to their site, indicate client no-show, indicate daily room/bed vacancy, and document CNAT for the clients, record attendance and process payment request
13. *MA Spend-down*: This system designed to ease the workload of workers as well as simplifying the accounting process; the application allows the users to focus very little on endless receipts entry and paper work and more on the task at hand
14. *Services Alert*: system of notifying worker upon client arrival for any of the services.
15. *CAARS(Office of the Aging)*: recording and calculating services provided by community partner or provide center, quarterly data composited and submitted to state.
16. *Community Resource (Office of the Aging)*: utilized by both Office of the Aging staff and the public to inquire about the resources to assist individuals and their caregivers with their long term care decisions.
17. Automate all daily data load and update from SOS database into Local database that utilized by all WANG applications
18. Convert all COGNOS reports to SQL SSRS reports



# Nassau County Interim Finance Authority

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

1. Vendor: VenTek Inc.

2. Dollar amount requiring NIFA approval: \$ 197,400.00

Amount to be encumbered: \$ 197,400.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: Execution to 1 year

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

If yes, please explain: \_\_\_\_\_

### 4. Funding Source:

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

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

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

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

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

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

Onsite Personnel service of Programmer/System Analysis is required for the large scale computer systems by the Department of Health, Social Services, and Human Services, to smoothly operate local production system environment synchronous with NYS's WMS operation. To Analyze, develop and maintain computer programs and systems.

### 6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A  
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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

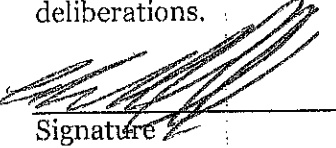
### 7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

POIT14000066 for \$197,400.00



## AUTHORIZATION

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

	IT Commissioner	
Signature	Title	Date
Ed Eisenstein		
Print Name		11/30/15

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature	Title	Date
Print Name		

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

Signature	Title	Date
Print Name		

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

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

**NIFA reserves the right to request additional information as needed.**