

Contract ID#: CGPK16000062Department: Parks, Rec & Museums**U-53-16****HOTEL/MOTEL TAX GRANT FUND****Contract Details**

SERVICE: Professional Services

NIFS ID # CGPK16000062 NIFS Entry Date: 6/14/16Term: 5/31/16-4/30/17

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: Obvious Media, Inc..	Vendor ID# 43-2029901
Address: [REDACTED]	Contact Person: Jason Lipset
REG: [REDACTED]	Phone: 516-522-4461
EMAIL: [REDACTED]@contact@obviousmediainc.com	Fax:

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378
Fax 516-572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner

Date 6/14/16

Frank Camerlengo, Dep. Commissioner

Date 6/14/16

Eileen Krieb, CSR

Date 6/14/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
<u>6/14/16</u>	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<u>6/14/16</u>	[Signature]	
<u>6/15/16</u>	OMB	NIFS Approval (Contractor Registered)	<u>6/15/16</u>	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>6/15/16</u>	County Attorney	CA RE & Insurance Verification	<u>6/15/16</u>	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
<u>6/15/16</u>	County Attorney	CA Approval as to form	<u>6/15/16</u>	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
<u>6/16/16</u>	County Executive	Notarization Filed with Clerk of the Leg.	<u>6/16/16</u>	[Signature]	

RECEIVED
CLERK OF THE COUNTY
JUN 16 2016 12:35

Contract ID#: 02PK16000062Department: Parks, Rec & Museums

Contract Summary

Description: Provide video production services for Lakeside Theatre
Purpose: Provide video production services for Lakeside Theatre
Method of Procurement: RFP#PK0307-1605 dated April 7, 2016 – A total of three (3) proposals were received and evaluated for the D-5 LIVE VIDEO Section of the RFP – Obvious Media was the highest ranking proposer and was selected.
Procurement History: RFP#PK0307-1605 dated April 7, 2016 - A total of three (3) proposals were received and evaluated for the D-5 LIVE VIDEO Section of the RFP – Obvious Media was the highest ranking proposer and was selected.
Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of providing video production services for the purpose of displaying live video, as well as pre-recorded video and digital effects at the Lakeside Theatre and other County special events.
Total Cost of Services: \$10,000.00
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$ 10,000.00
Professional Services: <u>CONTRACT PROCESSING FEE \$1600 - copy attached</u>
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp:	<u>get 9700</u>
Object:	<u>de 500</u>
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other GRANT	\$10,000.00
TOTAL	\$10,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	<u>pkget 9700 de 500</u>	<u>PK977</u> <u>XS</u> \$10,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$10,000.00

Document Prepared By: L. RosenthalDate: 6/13/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>[Signature]</u>
Name	Name	Date <u>6/24/16</u>
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Obvious Media, Inc.

2. Dollar amount requiring NIFA approval: \$ 10,000.00

Amount to be encumbered: \$ 10,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

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

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

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

3. Contract Term: 5/31/16-4/30/17

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:

The services to be provided by the Contractor under this Agreement shall consist of providing video production services for the purpose of displaying live video, as well as pre-recorded video and digital effects at the Lakeside Theatre and other County special events.

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

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

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

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

None

AUTHORIZATION

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

Signature Roseanne M. Miller Title _____ Date 6/15/16

Print Name _____

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature _____ Title _____ Date _____

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature _____ Title _____ Date _____

Print Name _____

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PARKS, RECREATION AND OBVIOUS
MEDIA, INC.

WHEREAS, the County has negotiated a personal services agreement
with Obvious Media, Inc. to provide video production services for the
purpose of displaying live video (IMAG) as well as pre-recorded video and
digital effects for productions and events at Lakeside Theatre, Eisenhower
Park, and other County special events and/or venues, a copy of which is on
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with Obvious Media, Inc.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: OBVIOUS MEDIA, INC.

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: 43 - 2029901

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

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

II. X The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **One hundred forty-four (144)** of potential proposers were sent notice of the RFP, **Thirty-five (35)** of potential proposers opened the documents and **Nineteen (19)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of three (3) proposals were received and evaluated for the D-5 LIVE VIDEO section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **OBVIOUS MEDIA, INC. was awarded.**

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

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

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

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

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

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

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

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

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

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

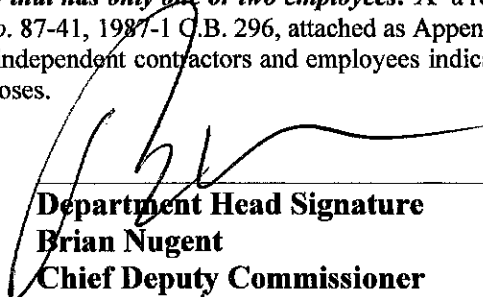
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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

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

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

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



Department Head Signature
Brian Nugent
Chief Deputy Commissioner

6/14/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

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

Dated:

6/7/16

Vendor: Obvious Media Inc

Signed:

A handwritten signature in black ink, appearing to read "Jason Lipset", is written over a horizontal line.

Print Name:

JASON LIPSET

Title:

President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Jason Lipset
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address [REDACTED]
City/state/zip [REDACTED]
Telephone [REDACTED]
Other present address(es) _____
City/state/zip _____
Telephone 516-522-4461
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President 9 / 15 / 2003 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

NO ____ YES X If Yes, provide details.

I am the sole-owner / operator / initial investor & president

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 ____ YES X; If Yes, provide details.

I am an officer in a corporation called Solution Kitchen, Inc. - this corporation is unrelated to this proposal or Obvious Media, Inc.

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

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

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

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

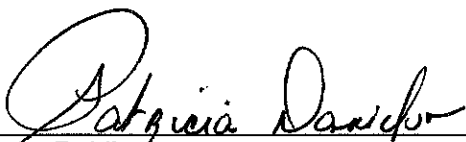
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation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

CERTIFICATION

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

I, Jason Lipset, 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 07 day of June 2016



Notary Public

PATRICIA DANIELSON
Notary Public, State of New York
Qualified in Nassau County
Reg. #01DA6071010
Commission Expires 03/11/2018

Obvious Media, Inc.

Name of submitting business

Jason Lipset

Print name



Signature

President

Title

6 / 7 / 2016

Date

Business History Form

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

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

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

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

Date: 6-7-16

1) Proposer's Legal Name: Obvious Media, Inc.

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

174 E. Carpenter St. Valley Stream, NY 11580

3) Mailing Address (if different): _____

Phone: 516-522-4461

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 021138845

5) Federal I.D. Number: 43-2029901

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership _____ Corporation ^SX
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No _____ If Yes, please provide details: I own another corporation, unrelated to this business.

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

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

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

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

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

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

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

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

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

- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ☒ Yes ☐ If Yes, provide details for each such conviction. _____

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

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

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

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

17) Conflict of Interest:

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

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

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

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

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

Will contact the County if issue arises

(JSL)

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

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

See attached

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

- B. Indicate number of years in business.

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

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

Company Coco Events

Contact Person Jim Cohn

Address 210 South Fehr Way

City/State Bayshore, NY

Telephone 800 237 8727

Fax # _____

E-Mail Address jim@cocoeventsinc.com



www.obviousmediainc.com

Nassau County Department of Parks, Recreation and Museums
Eisenhower Park
1899 Hempstead Tpke
East Meadow, NY 11554

To Whom It May Concern:

The proposal that follows details my company, Obvious Media, Inc., and the services I am proposing to provide as they relate to request for proposal PL0307-1605.

Obvious Media, Inc. (EIN 43-2029901) is an s-corporation in business since 2003 through which I provide various services relating to live-event-production, production technology and technology design. Through my company as well as on my own before its establishment, I've spent thousands of hours working in live-event-production in varying capacities including production design, direction, technical services and marketing.

The events I have worked on range from private affairs, corporate events and commercial events to press conferences, concerts, comedy shows, theatrical productions, large public events, fund-raisers and trade shows. The scope of the work I have done both as a freelance worker and through my company, includes complete production design and management, stage management, set design, lighting design, video design, audio and video production services, lighting production services, event marketing, and participant management. I have also spent many years working in graphic design and digital content creation. Additionally, I am an expert in electronics and computers and possess specialized knowledge of production-technology including LED technology used in modern video and lighting systems which helps with troubleshooting issues that arise in production technology systems ensuring events go as smoothly as possible.

I have worked with varied clientele that includes government entities such as the Nassau County Department of Parks, Recreation & Museums and the New York City Parks Department, I have worked with the New York Road Runners on events such as the New York City Half Marathon, and worked with the production teams for events such as the Belmar Chase in Belmar, NJ and the Utica Boilermaker in Utica, NY. Obvious Media has provided video, lighting and audio services to some of the tristate area's best event planners and created custom, interactive video props for many corporate clients. Lastly, having worked alongside the Nassau County Department Of Parks, Recreation & Museums on various events over the last 15 years, I have a great report with every member of the county staff whom I have worked with and have (hopefully) lived up to or surpassed any expectations of my company or me with respect to the things we have collaborated on.

I believe that my vast experience and expert knowledge of live-event-production will continue to be a great asset to any event produced by the Nassau County Department of Parks, Recreation & Museums – not only as they relate specifically to the Live Video Production Services I am proposing to provide, but to the entire production as a whole. I believe the show is greater than the sum of its parts and if I can help it, I won't let any part of it fail when Obvious Media is involved. Thank you for your consideration of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Lipset", is written over a horizontal line.

Jason Lipset
President, Obvious Media, Inc.



www.obviousmediainc.com

Proposal Overview

Obvious Media, Inc. proposes to provide complete live video production services to the Nassau County Department of Parks, Recreation & Museums for any upcoming applicable indoor or outdoor events such as live concerts, live theatrical productions, live press events, movie events, large public gatherings, and others.

Obvious Media possesses an inventory of state-of-the-art, high definition, indoor / outdoor LED video display panels and accessories capable of displaying video in sizes up to 144 sq ft. or on multiple displays of smaller sizes. In addition, we have access to a fleet of mobile video display trucks containing large, 14' x 8' hi-resolution displays that can be lifted up to 10' in the air. All of our displays can be used for live viewing, playback of pre-recorded content, and even advertising media (creating the opportunity for additional revenue streams for the Department of Parks, Recreation & Museums.)

Obvious Media also has an inventory of high-definition digital media production equipment including multi-channel digital video mixers, digital media servers, high-definition robotic video cameras, miniature backline cameras and more. We have the capability of providing IMAG (Image magnification) for speeches, interactive video effects and manipulation for concerts as well as video simulcasting to multiple video displays – even the Internet – throughout a live event. We also have smaller, indoor video displays available including, flat-screen panels, digital signage players, video-wall capabilities and digital video projection equipment.

Most live video productions would include a large, LED video display, a video mixer, at least one high-definition video camera and possibly some digital media playback. Obvious Media's live video production packages would include all the necessary components and labor for setup, operation and strike of our equipment as required for a successful production. Our company is insured and experienced and ensures a professional production every time.

The pages within contain an equipment rental price sheet, labor price sheet and all other required documents for RFP # PL0307-1605.



www.obviousmediainc.com

Public Sector Experience Overview:

Nassau County Department of Parks, Recreation & Museums: 2008 to present
Race Director & Director of Marketing for the Long Island Marathon Weekend

Nassau County Department of Parks, Recreation & Museums: 2015
Provided hi-res LED video production services for various concerts throughout summer

Nassau County Department of Parks, Recreation & Museums: 2005 - 2008
Marketing, Production Design & Graphic Design for the Long Island Marathon Festival of Races

Nassau County Department of Parks, Recreation & Museums: 2006
Production Design, Digital Video Content Creation & Graphic Design: State of the Parks Press Event

New York Road Runner: 2015
Finish Line Timing System Manager – New York City Half Marathon

New York State Parks: Sporadically
Production Assistance – Winter & Summer Run Series

Other Prior Experience In Service Area

Coco Events, Inc: 2009 – present
Provide customized digital video services for various corporate events throughout the year

Coco Events, Inc: 2009 – present
Provide event-technology design and event management for various corporate events throughout the year

Viacom: 2015
Custom designed digital "Lite Brite" for 2015 Holiday Party in NYC

Main Event Restaurant, Farmingdale: 2015
Custom designed & installed outdoor LED digital video display

Main Event Restaurant, Farmingdale: 2014 - Present
Complete audio / video system design, implementation & maintenance

Main Event Restaurant, Plainview: 2004 - Present
Complete audio / video system design, implementation & maintenance

Walt Disney Company: 2014
Custom designed multi-user interactive digital video "graffiti" system for "Pretty Little Liars" holiday event in NYC

Viacom / Nikon: 2010
Custom designed photo kiosk and interactive video kiosk for MTV Movie Awards in CA

Company Nassau County Department of Parks, Recreation & Museums

Contact Person Tedd Bial

Address 1899 Hempstead Tpke

City/State East Meadow, NY

Telephone 516-572-0314

Fax # _____

E-Mail Address tbial@nassaucountyny.gov

Company The New York Islanders

Contact Person Tim Beach

Address 1255 Hempstead Tpke

City/State Uniondale, NY

Telephone 516-501-6700

Fax # _____

E-Mail Address _____

Company Brilliance Events, Inc.

Contact Person Bob Richards

Address 117-B Newtown Rd

City / State Plainviw, NY

Telephone 516-342-9955

Email Address bob@brilliancepro.com

CERTIFICATION

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

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

Sworn to before me this 7 day of June 2016

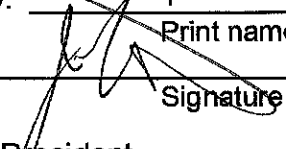


Notary Public

PATRICIA DANIELSON
Notary Public, State of New York
Qualified in Nassau County
Reg. #01DA6071010
Commission Expires 03/11/2018

Name of submitting business: Obvious Media, Inc.

By: Jason Lipset

Print name


Signature
President

Title

6 / 7 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Obvious Media, Inc.

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: 43-2029901

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

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

Jason Lipset, President

[REDACTED]

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

Jason Lipset, Sole Shareholder

[REDACTED]

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

None

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

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

None

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

None

JSL

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

None

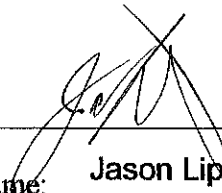
JSL

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

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

Dated: 6/7/16

Signed:



Print Name:

Jason Lipset

Title:

President, Obvious Media, Inc.

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Obvious Media, Inc.**, a New York company having its principal address at [REDACTED] (the Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires professional and technical services, including live video production, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0307-1605, issued on April 7, 2016; and

WHEREAS, the RFP provides for a total term, including renewals, of five (5) years; and

WHEREAS, the Contractor was selected based on its experience and expertise; and

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

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

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

1. **Term**. This Agreement shall commence on May 31, 2016 and shall terminate on April 30, 2017, with an option to renew for an additional four (4) one (1) year periods, upon the approval of the County Executive, on the same terms and conditions as stated herein, unless sooner terminated as provided for herein.

2. **Services**. The services to be provided by the Contractor under this Agreement shall consist of providing video production services for the purpose of displaying live video (IMAG) as well as pre-recorded video and digital effects at the Lakeside Theatre

("Lakeside"), Eisenhower Park, East Meadow, NY and other County special events and/or venues.

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Ten Thousand Dollars** (\$10,000.00), per year. This amount is inclusive of any and all expenses, including travel, and shall be payable pursuant to the schedule of rates and fees attached hereto as "Exhibit "A". The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

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

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

6. **Compliance with Law.** (a) **Generally.** The Contractor shall comply and shall cause all Contractor Agents to comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) **Records Access.** The parties acknowledge and agree that all records, information, and data ("**Information**") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. **Minimum Service Standards.** Regardless of whether required by Law:

(a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

8. **Indemnification; Defense; Cooperation.** (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department

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

(b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the 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 are responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

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

subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. **Coverage is Subject to Change according to Event.**

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

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

Insured:

Obvious Media, Inc.



Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured pursuant to contract

Date: May 31, 2016 through April 30, 2017

Location: Eisenhower Park, East Meadow, New York 11554 & other Nassau County Parks/Events as required.

Certificate Holder:

County of Nassau

1550 Franklin Avenue

Mineola, New York 11501

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or

threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverage's shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

11. **Termination.** (a) **Generally.** This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) **By the Contractor.** This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the impracticability relates to the 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 thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

15. **Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as

a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

19. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by

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

20. **Miscellaneous.**

(a) The Contractor represents and warrants that it is the authorized agent for the Contractor and has the authority to enter into this Agreement on the behalf of the Contractor and agrees that as the authorized agent, by executing this Agreement, the Contractor shall be bound by the terms and conditions contained herein. The Contractor further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Contractor.

21. **Executory Clause.** Notwithstanding any other provision of this Agreement:

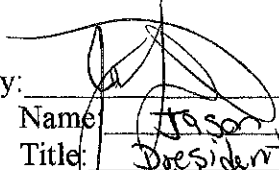
- (a) **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

OBVIOUS MEDIA, INC.

By: 
Name: Jason Lipset
Title: President
Date: 6/7/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) _____ Chief Deputy County Executive
(or) _____ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

)ss.:

SS.:

11

COST PROPOSAL APPENDIX A (Exhibit A)

D5. LIVE VIDEO PRODUCTION

THE "NON-COLLUSIVE PROPOSAL CERTIFICATION" FORM PROVIDED MUST ACCOMPANY THIS FORM.

Please provide the comprehensive listing of Proposed Fees for all Events. Complete Section I and Complete Section II

Instructions: Complete Section I

Hourly Labor Rate Per Person

Section I. Hourly Labor Rate

Section I: Hourly Labor Rate	Year One	Year Two	Year Three
	Hr / Day (10hr)	Hr / Day (10hr)	Hr / Day (10hr)
I. LED VIDEO TECHNICIAN	75.00 / 500.00	75.00 / 500.00	80.00 / 550.00
II. PRODUCTION ENGINEER	75.00 / 500.00	75.00 / 500.00	80.00 / 550.00
III. VIDEO CAM OPERATOR	75.00 / 500.00	75.00 / 500.00	80.00 / 550.00
IV. ASSISTANT ENGINEER	50.00 / 350.00	50.00 / 350.00	55.00 / 400.00
V.			

Instructions: Complete Section II

Section II. Additional Equipment

Please provide a detailed listing along with rates for any/all anticipated equipment on a separate sheet of paper.

SEE ATTACHED SHEET FOR EQUIPMENT PRICING

Section II. Additional Equipment	Year One	Year Two	Year Three
I.			
II.			
III.			
IV.			
V.			
VI.			
VII.			
VIII.			



www.obviousmediainc.com

APPENDIX A, SECTION II (EXHIBIT A)

Live Video Production Fee Schedule:

THE FOLLOWING RATES ARE GOOD FOR YEAR 1, 2 and 3.

Equipment Rates:

Description	Units	Rate: Hr	Rate: Day (10Hrs)
6mm Indoor / Outdoor LED Video Display ¹ (ground supported)	Sq ft. (16sqft min.)	20.00 (min. 2hrs)	\$60.00
8' x 14' 7mm Outdoor Mobile LED Video Truck ¹ (truck-mounted, self-contained inc. driver)	each	N/A	\$10,500.00
HD Robotic Camera	each	\$75.00	\$250.00
HD Manual Camera	each	\$100.00	\$500.00
Mountable Camera	each	\$50.00	\$150.00
Digital Video Mixer	each	\$150.00	\$500.00
Digital Media Server	each	\$100.00	\$400.00
Office Digital Video Projector (~2000 lum) ¹	each	\$125.00	\$300.00
Theatrical Digital Video Projector (5000 lum+) ¹	each	\$300.00	\$600.00
Fast-Fold Video Projection Screen (5'x7' or 6'x8')	each	\$50.00	\$150.00
PowerPoint PC	each	\$100.00	\$100.00
DVD Player	each	\$25.00	\$25.00
Crank-Up Stands	each	\$25.00	\$125.00
Trussing	8' section	\$10.00	\$ 25.00
HDMI Cable	ft.	\$1.00	\$1.00
BNC / SDI Cable	ft.	\$1.00	\$1.00
Data Cable / Ethernet Cable	ft.	\$1.00	\$1.00
Generator	each	\$50.00	\$250.00*
Power Cords	ft.	\$1.00	\$1.00

¹Digital Video Displays (LED or Projection) do not come with any video playback device. Each will accept VGA, HDMI, or DVI input

*includes one tank of fuel

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

Jason Lipset

(Name)

[REDACTED]

(Address)

516 522-4461

(Telephone Number)

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

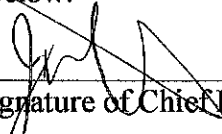
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Permittee in connection with federal, state, or local laws

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

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

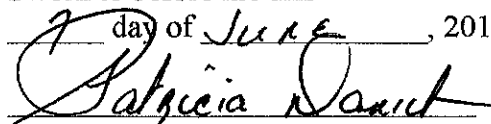
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/7/16
Dated


Signature of Chief Executive Officer
Jason Lipset
Name of Chief Executive Officer

Sworn to before me this

7 day of June, 2016.


Notary Public

PATRICIA DANIELSON
Notary Public, State of New York
Qualified in Nassau County
Reg. #01DA6071010
Commission Expires 03/11/2018

LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : A

FUNDING PERIOD :

CURRENCY CODE :

FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A

GRANT : PK97 HOTEL MOTEL TAX PROCEEDS

GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015

CHARACTER :

OBJECT : X

FUND TYPE :

FUND :

SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND

LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :

FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:

GRANT : PK97 HOTEL MOTEL TAX PROCEEDS

GRANT DETAIL

CHARACTER

OBJECT : X

FUND TYPE

FUND

SUBFUND

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	434,796		-672
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
 F7-PRIOR PG F8-NEXT PG F9-LINK
 G014 - RECORD FOUND

LINK TO:

VENDOR SUMMARY

12:10 PM

ACTIVE

FISCAL MO/YEAR : 06 2016

VENDOR NUMBER : 432029901

OBVIOUS MEDIA, INC.

VENDOR ALPHA :

S	VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES			
	RETAINAGES			
	ACCRUALS			
	PAYMENTS			
	CASH RECEIPTS			
	ACCT RECVABLE			
	1099 TOTALS			
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD			
	TAX LIENS PAID			
	ST BCKUP W/HOLD			
	ST BU W/H PAID			

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F9-LINK

GO07 - RECORD DOES NOT EXIST, PLEASE SELECT A FUNCTION

OBVIOUS MEDIA, INC.
174 E CARPENTER ST.
VALLEY STREAM, NY 11580-4422


DATE 6/13/16

PAY
TO THE
ORDER OF

Treasurer of Nassau County

\$ 160⁰⁰/₁₀₀

One Hundred Sixty and 00/100

DOLLARS  Security Features
Inspected
Detail on Back



North Fork Bank
www.northforkbank.com

[Signature]

FOR

[Redacted]

06PK16000062

EDWARD P. MANGANO
COUNTY EXECUTIVE



BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

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

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-5 LIVE VIDEO Evaluation Score Sheet – Obvious Media, Inc.

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	25% SCORE: <u>20</u>
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	20 % SCORE: <u>20</u>
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	25 % SCORE: <u>20</u>
Cost of Overall Project Total cost to the County.	30 % SCORE: <u>90</u>
<u>TOTAL SCORE:</u>	SCORE: <u>85</u>

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

Good Project

Recommendation: AWARD

Date: 9/19/16

Name: Enrique Camacho

Title: Deputy Commissioner

EDWARD P. MANGANO
COUNTY EXECUTIVE



BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
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THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-5 LIVE VIDEO Evaluation Score Sheet – Obvious Media, Inc.

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Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	25% SCORE: <u>25%</u>
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	20 % SCORE: <u>20%</u>
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	25 % SCORE: <u>25%</u>
Cost of Overall Project Total cost to the County.	30 % SCORE: <u>30%</u>
<u>TOTAL SCORE:</u>	SCORE: <u>100%</u>

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

Recommendation: Award

Date: 4-19-16

Name: Theodore Big

Title: Mobile Electronic Operating Supr

EDWARD P. MANGANO
COUNTY EXECUTIVE



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COMMISSIONER

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THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
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Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	25% SCORE: 25
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	20 % SCORE: 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	25 % SCORE: 25
Cost of Overall Project Total cost to the County.	30 % SCORE: 30
<u>TOTAL SCORE:</u>	SCORE: 100

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

Recommendation: Award
Date: 4/11/16
Name: C. Gillen
Title: Info Spec II

EDWARD P. MANGANO
COUNTY EXECUTIVE



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COMMISSIONER

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D-5 LIVE VIDEO Evaluation Score Sheet – Obvious Media, Inc.

Evaluation Criteria	Maximum Points
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Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	20 % SCORE: <u>20%</u>
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	25 % SCORE: <u>25%</u>
Cost of Overall Project Total cost to the County.	30 % SCORE: <u>30%</u>
<u>TOTAL SCORE:</u>	SCORE: <u>100%</u>

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

Recommendation: Award

Date: 9/19/16

Name: Paul Wygant

Title: Audio Engineer

A handwritten signature in black ink, appearing to read "Paul W.", is written over a horizontal line.