Contract ID#: COTS16 9 00003



Department: Traffic Safety Board

SERVICE Traffic Safety/STOP DWI

E-228-16

Education Administration

Contract Details

NIFS ID #CQTS1600000 NIFS Entry Date: $\frac{6/30/16}{}$

Term: from

<u>01/01/16</u> to <u>12/31/16</u>

New 🗌 Renewal 🛛	1) Mandated Program:	Yes 🔲 No 🖂
Amendment	2) Comptroller Approval Form Attached:	Yes No No
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes No No
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes No No
Blanket Resolution RES#	5) Insurance Required	Yes No 🛛
		and the second s

Agency Information

Vame	Vendor ID#
DEDX CATEDD, Inc.	431972489
Address	Confact Person
1058 Delmar Avenue	Marge Lee, President
	Phone
	(516) 352-7990

Department Contact	Latron STON DWI
Coordinator	listron, STOP-DWI
Address	
1194 Prospect	Avenue
Westbury, NY	
Phone	

Routing Slip

DATE / Rec'd	DEPARTMENT	Internal Verification		ATE w'd& r'd.	SIGNATURE	Leg: Approval.
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	2007		ah Jehn	
	OMB	NIFS Approval	الا	طا	Mind Vater	Yes No Not required if blanket resolution
7/5/16	County Attorney	CA RE & <u>Insurance</u> Verification	□ ¬/.	5/16	a. Guato?	
1/	County Attorney	CA Approval as to form	$\mathbb{Z}[q]$	4/16	Jacle Del	
8/26/	Legislative Affairs	Fw'd Original Contract to CA	□ 8h	6	16 AB	
' "	Rules 🔲/ Leg. 🔲				\	ìYes ⊠ No □ : .
	County Attorney	NIFS Approval			SE des sièl	
	Comptroller	NIFS Approval		نت ا	Chry	
9/18/4	County Executive	Notarization Filed with Clerk of the Leg.	9/2	de	W	



Department: Traffic Safety Board

Contract Summary Description: STOP DWI Education Program

· •		ducation Program				
Purpose.: The	purpose of	this program is to promote alcohol a	nd drug free oper	ation of motor vehi	cles and to act as a Victim's Advocate.	
Made Jeffers		1	C CTOP D	THE COLUMN		
		ne program is funded by the Nassai raffic Safety Committee and is part			. Programming with DEDICATEDD, I	nc. is approved by
Procurement H	istory: The	county has a history of cooperating	with organization	s like DEDICATED	DD, Inc. to help reduce crashes and fata DWI activism for the past eight years.	lities attributed to
Board has the r	esponsibilit	y of coordinating the PI&E compon	ent of the County'	s STOP-DWI Gran	it program as articulated in Article 31,	Section1197 of the
		proposed expenditures are made acc ses are 100% reimbursable.	cording to the STC	P-DWI Annual Pla	an as approved by the Commissioner of	the Department of
Description of 0 1) To provide			ourt accompanim	ent, bereavement co	ounseling, liaison to the District Attorne	ev and Police.
To provide	funding for	the education and training for those educational programs in schools, ci	e volunteering as v	ictims advocates.		•
		the development and printing of pul			ials.	
Impact on Fund	ling / Price	Analysis: The funding for this proj	ect is 100% reimb	ursable from STOF	-DWI grant funds and no county match	is required.
•	Ü					- w rodan ear
Change in Cont	ract from P	rior Procurement: No change from	the prior grant a	ward.		
Recommendation	on: (approv	e as submitted)	· · · · · · · · · · · · · · · · · · ·			
Adviser	nent l	nformation	· · · · · · · · · · · · · · · · · · ·			
**BUDGETKE	ODES .	- FUNDING SOURCE	*AMOUNT	LINE	INDEX/OBJECT CODE	- AMOUNT
Fund:	GRT	Revenue Contract	XXXXXXX	1	TSGRT8100OTH/DE 501	\$ 35,000.00
Control:	TS81	County	\$ -0-	2	interior and the state of the s	\$
Resp:	X6	Federal	\$	3	00 /	\$
Object:	DE	State	\$	FFF TVE	: Just 7/5/16	\$
Transaction:	501	Capital	\$	N4018249	The second secon	S
Sintantalista Decision o accessor	vide de marcia de la compansa de la	Other	\$ 35,000.00	6	100000000000000000000000000000000000000	\$
RENEW	AL	TOTAL	\$ 35,000.00		TOTA	L \$ 35,000.00
% Increase						

NIFS Certification	Comptroller Certification	Courty 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 9/28/14
Date;	Date	E #:

Document Prepared By: Christopher Mistron, Nassau County STOP-DWI Coordinator Date: 6 30-16

% Decrease



Nassau County Interim Finance Authority

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

1. Vendor:	DEDICATEDD			VA	
2. Dollar amount :	equiring NIFA approve	al: \$ 0	***************************************		
Amount to be er	cumbered: \$ 35,000	.00	<u> </u>		
This is a	✓ New Contract	_ Advisement _	Amendment		
If advisement - NIFA	nount should be full amoun conly needs to review if it i ount should be full amoun	s increasing funds	above the amount pr	reviously approve	d by NIFA
g. Contract Term:	01/01/2016 - 12/31	/2016			
Has work or servi	ces on this contract comme	enced?	Yes 🗸	No	
If yes, please expla	du:	· · · · · · · · · · · · · · · · · · ·	A LANGER IN .		
4. Funding Source	1				******
General Func Capital Impr Other	l (GEN) ovement Fund (CAP)	✓ Grant Fo	und (GRT) Federal % State % County %	100%	
Is the eash available f	or the full amount of the co	mtract?	Yes	No	
	tire a future borrowing?		Yes	No	
Has the County Legis	lature approved the borrov	ving?	Yes	No 🗸	N/A
Has NIFA approved t	he borrowing for this contr	act?	Yes	No	N/A
5. Provide a brief d	lescription (4 to 5 sent	ences) of the ite	m for which this a	pproval is requ	ested:
The contract is 100% STOP improved communication are DEDIGATISDD has provide community cultrach to divide	DWI Grant funded. The Public Information despect to all violins of DWI. As such we violine audationed, community culreach a groups, schools and police agencies. The	n and Education component a are required to actively prov and DWI collvium in her provid Contract has been approved	of the County's STOP DWI Great kilo-education and support. For it ding support to the DWI Wethra, it as part of the STOP DWI plain us	program as approved by the ne post five years, Margo Lr n addition, this has provider submitted to New York Stal	State requires o, proxident of she has provided o.
6. Has the item re	quested berein followe	d all proper pro	cedures and there	by approved by	the
Nassau County At Nassau County Co	tornøy as to form mmittes and/or Legislatur	re You	No	N/A N/A	
Date of approva	l(s) and citation to the	resolution whe	re approval for thi	s item was prov	videdi
				· · • · · · · · · · · · · · · · · · · ·	
	· · · · · · · · · · · · · · · · · · ·	·			
. Identify all conti	acts (with dollar amou	arts) with this o	r an affiliated part	y within the pri	ior 12 months:

AUTHORIZATION

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

Signature	Title	<u> </u>
Print Name	A. M. a series and	
	COMPTROLLEI	R'S OFFICE
To the best of my know conformance with the I Multi-Year Financial Pl	Yassau County Approved Budget	nformation listed is true and accurate and is in t and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response:	
I certify that the	funds are available to be encum	bered pending NIFA approval of this contract.
I certify that the be Budget is available	onding for this contract has been a e and funds have been encumbered	but the project requires NIFA bonding authorization
	onding for this contract has been a	
I certify that the be Budget is available Signature	onding for this contract has been a e and funds have been encumbered	but the project requires NIFA bonding authorization
I certify that the be Budget is available	onding for this contract has been a e and funds have been encumbered	but the project requires NIFA bonding authorization Date
I certify that the be Budget is available Signature	onding for this contract has been a e and funds have been encumbered Title	but the project requires NIFA bonding authorization Date
I certify that the be Budget is available Signature Print Name	onding for this contract has been a e and funds have been encumbered Title	but the project requires NIFA bonding authorization Date

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

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

NIFA reserves the right to request additional information as needed.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: DEDICATEDD Incorporated CONTRACTOR ADDRESS: 1058 Delmar Ave., Franklin Square, NY 11010 FEDERAL TAX ID #: 43197248901 *Instructions:* Please check the appropriate box ("\overline{\Omega}") after one of the following roman numerals, and provide all the requested information. I.

The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in______ [newspaper] on [date]. The sealed bids were publicly opened on _____ [date]. [#] of sealed bids were received and opened. II. □ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. ____ [#] of potential proposers requested copies of the RFP. Proposals were due on ______[date]. ______[#] proposals were received and evaluated. The evaluation committee consisted [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on November 3, 2008. 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
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. E 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.

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

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

Department Head Signature

2/09/2016

Date

<u>NOTE:</u> 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

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC
SAFETY BOARD, AND DEDICATEDD, INCORPORATED

WHEREAS, the County has negotiated a personal services agreement with Dedicatedd, Incorporated to provide coordination of a Countywide drunk driving victim advocacy program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with Dedicatedd, Incorporated



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the follo committees of any candidates for any of	cers of the vendor provided campaign contributions in Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County troller, the District Attorney, or any County Legislator?
	NO
	t be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts.
The undersigned affirms and so swears statements and they are, to his/her know	that he/she has read and understood the foregoing /ledge, true and accurate.
	firms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental r remuneration.
1 1	Vendor: DEDICATEDD
Dated: 6 9 16	Signed: Mary Jee
	Print Name: MAKGE LEE
	Title: PRSIDENT

COUNTY OF NASSAU

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

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

None

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the . County of Nassau, or State of New York, when discharging his or her official duties.

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

None

Page 3 of 4

(b) Describe lobbying activity	of each	lobbyist.	See	below for a complete
description of lobbying activities.		•		-

None

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

None

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

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

Dated: 7/22//6

Signed:

Print Name:

0

Title:

President

Page 4 of 4

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

DEDICATEDD is A 501(c)(3) Notfor Profit

POF (02/2016) NO ONE holds AN interest

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

	15.4. 414.6813.4.013.	4.4.5. p. 4.6.5.1.1.1.7.5.*
1.	. Principal Name Margaret Lee	
ı.		
	Date of birth 3/16750	
	Home address 1058 Delmar Ave	
	City/state/zip Franklin Square, NY 11.010	
	Business address — NoNe	
	City/state/zip	
	Telephone 5/6-326-2409	
	Other present address(es) - NONE	
	City/state/zip	
	Telephone	
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check all applicable)	
	President 7 / 01 13014 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 If Yes, provide details.	
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any contribution made in whole or in part between you and the business submitting the question YES If Yes, provide details.	other type of nnaire? NO
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-forganization other than the one submitting the questionnaire? NO YES; If Yes, p	or-profit provide details
6.	Has any governmental entity awarded any contracts to a business or organization listed in the past 3 years while you were a principal owner or officer? NO YES If Yes p	Section 5 in

PQF (02/2016)

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

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO XYES ____ If Yes, provide details for each such occurrence.

YES ____ If Yes, provide details for each such conviction.

PQF (02/2016)

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Lee_, being duly swom, 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 $\lambda\lambda$ day of $\mathcal{T}ul_{\gamma}$

DEBORAH CAPILUPI Notary Public, State of New York No. 01CA6215582 Qualified in Nassau County Commission Expires 1/4/20_8

DedicateDD is A 501 (c) (3) NOT For Profit
POF(02/2016) NO ONE holds AN INTEREST.

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

		The state of the s
1.	Principal Name Peter Jones	
	Date of birth <u>07/02/1948</u>	
	Home address 325 W 10th 5T	
	City/state/zip Deer Park NY 11729	
	Business address	
	City/state/zip	
	Telephone 631 - 243 - 4191	
	Other present address(es)	
	City/state/zip	
	Telephone	
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check all applicable) President// Treasurer <u>67/66/2014</u>	
	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 If Yes, provide details.	
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any contribution made in whole or in part between you and the business submitting the question YES If Yes, provide details.	other type of onnaire? NO
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-organization other than the one submitting the questionnaire? NO YES; If Yes, I	for-profit provide details.
6.	Has any governmental entity awarded any contracts to a business or organization listed in the past 3 years while you were a principal owner or officer? NO YES If Yes r	Section 5 in

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

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

PQF (02/2016)

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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 22 day of July

2016

Notary Public

DEBORAH CAPILUPI Notary Public, State of New York No. 01CA6215582 Qualified in Nassau County Commission Expires 1/4/2013

Name of submitting business

Print name

Signature

TREASURET

Title

0712212016

Date

DedicateDD is A 501 (c) (3) NOT FOR Profit
NO ONE holds AN INTEREST. PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

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

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

142-177	e rate i in disposition regione a response, even il response is "none" of "not-appircable," ino diar	iks.
4	Principal Name Maween Fisher Riccardella	
	Date of birth 4/3/55	
	Home address 145 Mathews Ave	
	Business address 1859 Victory 151vb	
	City/state/zip_Staten_Island, NY, 10314	
	Telephone 718) 981-1400	
	Other present address(es)	
	City/state/zip	
	Telephone	
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check all applicable)	
	President// Treasurer//	
	Chairman of Board//_Shareholder/_/	
-	Chief Exec. Officer/ Secretary/	
	Chief Financial Officer / / Partner / /	
	Vice President <u>071 0112014 1 1</u>	
	(Other)	
3.	Do you have an equity interest in the business submitting the questionnaire? NO YES If Yes, provide details.	
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type contribution made in whole or in part between you and the business submitting the questionnaire? YES If Yes, provide details.	e of NO
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES; If Yes, provide do	etails.
∂.	Has any governmental entity awarded any contracts to a business or organization listed in Section the past 3 years while you were a principal owner or officer? NO YES If Yes, provide details and years while you were a principal owner or officer?	5 in stails.

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

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

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

PQF (02/2016)

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

CERTIFICATION

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I, Maure restance Recordella, 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 If day of Serrenge 2016

OHRISTOPHER MISTRON
NOTARY PUBLIC, State of New York
No. 0: MISD44039
Qualified in Nassau County

Commission Expires May 22, 20

DEDICATEDD
Name of submitting business

Maureen Fisher Riccardella

Mauren Fighe Greardella

Vice President

9/15/2016

Date

DedicateDD is A 501 (c) (3) NOT FOR PROFIE
POF(02/2016) NO ONE holds AN INTEREST.

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

	The state of the s	TO DECINE.
1.	Principal Name Vanice Lo Russo	
	Date of birth8/8/49	
	Home address 75 Henry Lewis Lane	
	City/state/zip Riverhead, N.Y. 11901	
	Business address Retired	
	City/state/zip	
	Telephone	
	Other present address(es)	
	City/state/zip	
	Telephone	
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check all applicable)	
	President / / Treasurer / / /	
÷	Chairman of Board / / Shareholder / /	•
	Chief Exec. Officer / / Secretary 7 / 01/2014	
	Chief Financial Officer / / Partner / /	**
	Vice President	
	(Other)	
3.	Do you have an equity interest in the business submitting the questionnaire? NO YES If Yes, provide details.	
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any of contribution made in whole or in part between you and the business submitting the question YES If Yes, provide details.	her type of naire? NO
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-forganization other than the one submitting the questionnaire? NO YES; If Yes, pr	r-profit ovide details.
3.	Has any governmental entity awarded any contracts to a business or organization listed in S the past 3 years while you were a principal owner or officer? NO YES If Yes, pro-	Section 5 in ovide details.

PQF (02/2016)

or Pro	as a re: ovide a	affirmative answer is required below whether the sanction arose automatically, by operation of law, sult of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy the see page and attach it to the questionnaire.	
7.	 In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer: 		
	a.	Been debarred by any government agency from entering into contracts with that agency? NO YES If Yes, provide details for each such instance.	
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO YES If Yes, provide details for each such instance.	
	G.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO YES If Yes, provide details for each such instance.	
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO YES If Yes, provide details for each such instance.	
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy per and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceeding initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detail response to all questions checked "YES". If you need more space, photocopy the appropriate page attach it to the questionnaire.)		been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings and more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed ase to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)	
	a)	each such charge.	
	b)	details for each such charge	
	c)	Is there any administrative charge pending against you? NO YES If Yes, provide details for each such charge.	

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO YES ____ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X

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.

YES ____ If Yes, provide details for each such conviction.

PQF (02/2016)

9.	In addition to the information provided in response to the previous questions, in the past 5 years, have you
	been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or
	local prosecuting or investigative agency and/or the subject of an investigation where such investigation
	was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated
	business listed in response to Question 5? NO YES If Yes, provide details for each such
	investigation.

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

CERTIFICATION

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I, <u>Janice Lo Russo</u>, 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.

toúnh

Notary Public

CHRISTOPHER M. MISTRON

NOTARY PUBLIC, State of New York

No. 01 MISD404039

Qualified in Nassau County

Commission Expires May 22, 20 18

DEDI CATEDD

Name of submitting business

Janice Lorusso

Print name
Signature

Secretary

Title

Business History Form

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

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).
Date: 6/9/16
1) Bidder's/Proposer's Legal Name: Marge Lee - DEDICATEDD 2) Address of Place of Business: 1058 Delmar Ave, Franklin SquareNY 11010
2) Address of Place of Business: 1058 Delmar Ave, Franklin Square, 11010
List all other business addresses used within last five years: 672 Dogwood Ave * 246, Franklin Square, WY 11010
3) Mailing Address (if different):
Phone : 5/6) 352-7990
Does the business own or rent its facilities? \(\sqrt{\rho}
4) Dun and Bradstreet number: MA
5) Federal I.D. Number: 43-1972 489
6) The bidder/proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe) Non profit
7) Does this business share office space, staff, or equipment expenses with any other business? Yes No If Yes, please provide details:
8) Does this business control one or more other businesses? Yes No X If Yes, please provide details:
9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No If Yes, provide details
10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No _X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

l1) Has the l If Yes, st	bidder/proposer, during the past seven years, been declared bankrupt? Yes No _X ate date, court jurisdiction, amount of liabilities and amount of assets
business federal, s owner ar civil anti- such inve	st five years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any addor officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business. No X If Yes, provide details for each such investigation.
business federal, s of an affi but not lii individua	st 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or office liated business been the subject of an investigation by any government agency, including mited to federal, state and local regulatory agencies, for matters pertaining to that I's position at or relationship to an affiliated business. Yes No _X If Yes, provide or each such investigation
either be pertained	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges of to events that allegedly occurred during the time of employment by the submitting of 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 🙏 Yes If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No 💢 Yes If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No 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 Y Yes If Yes, provide details for each such

	occurrence.		
business to any pre	5) 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		
applicable and sewe detailed r	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water er charges? No If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the steepage and attach it to the questionnaire,		
	tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire.		
17) Conflict o	f Interest:		
a) p ie a	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase 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. <u>No conflict exists</u>		
	(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 exist		
b)	Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Make inquiry and present any Potential issues To County for guidance.		

Α,	demoi	e a resume or detailed description of the bidders/proposer's professional qualifications, nstrating extensive experience in your profession. Any prior similar experiences, and the researched Bro	sults
	Should	d the bidder/proposer be other than an individual, the bid/proposal MUST include:	
	i)	Date of formation; 2002	
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; None	ı
	iii)	Name, address and position of all officers and directors of the company; See ATTache	2d
	iv)	State of incorporation (if applicable); \mathcal{N}	
	v)	The number of employees in the firm;	
	vi)	Annual revenue of firm; 5016)(3) non profit	
	vii)	Summary of relevant accomplishments See Bio HIMECHEO	
	viii)	Copies of all state and local licenses and permits. None	
В.	Indica	te number of years in business. 14	
C.		le any other information which would be appropriate and helpful in determining the 's/proposer's capacity and reliability to perform these services. $None$	
D.	Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.		
	company New York Coalition for Transportation Safety		
	Contact Person Cynthia Brown		
	Address 213-37 39th Ave, Box 204		
	City/State BAYS, de, NY 11364		
	Telephone 516) 571-6808		
	Fax# None		
	E-Mail Address NY COALITION Daol. COM		
	٠		

Company Community Parent Center			
Contact Person Wendy Tepfer			
Address 1260 Meadow brook Rd.			
City/State Worth Merrick, NY 11566			
Telephone <u>516) 771~ 9346</u>			
Fax #/A			
E-Mail Address CPC 12608 hotmail.com			
Company <u>Nellmore - Merrick</u> CHSD			
Company <u>Mellmore</u> - Merrick CHSD Contact Person DAVID SeinfELD			
Contact Person DAVID SeinfELD			
Contact Person DAVID Seinfeld Address 1260 Meadawbrook Rd			
Contact Person DAVID Seinfeld Address 1260 Meadawbrook Rd City/State North Merrick, NY 11566			

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

DEDICATEDD

Board of Directors

Margaret Lee, President 1058 Delmar Ave., Franklin Square, NY 11010325

Maureen Fisher Riccardella, Vice President 143 Mathew Ave., Staten Island, NY 10310

Peter Jones, Treasurer 325 W. 10th St., Deer Park, NY 11729

Janice LoRusso, Secretary
75 Henry Lewis Lane, Riverhead, NY 11901

Marge Lee

In 1991, Marge became a volunteer for MADD. At MADD she served on the local Board of Directors as President and held other Board positions. She also served as Public Policy Liaison and later as Vice Chair of MADD New York.

In 2002 Marge, with a group of victim advocates and volunteers founded DEDICATEDD (Drive Educated Drive Informed Commit and Totally End Drunk Driving). They believed that local people were better able to identify and solve local issues.

Marge is a certified DWI Victim Advocate. She has been assisting victims and their families for twenty five years. As an advocate Marge supports victims at court appearances and parole hearings. She acts as liaison between victims, the DA's office, law enforcement, etc. She spearheads letter writing campaigns to the courts and parole board on behalf of victims. She had manned a 24 hour phone line for victims since 1993.

Marge is also a traffic safety and teen driver safety advocate. She presents educational programs addressing the dangers of DWI, underage drinking and texting and driving at schools, universities, civic groups and community organizations.

She collaborates with colleagues who address other areas of traffic safety. Together they are able to reach a larger audience with the intention of saving more lives.

Marge has gained significant media and experience in the areas of DWI and traffic safety. She is often seen on TV heard on radio or quoted in print.

Over the years, Marge has received many awards for her work. A few of these awards are: the Liberty Bell Award presented by the Bar Association of Nassau County, Everyday Hero presented by Newsday and Difference Maker presented by the Town of Hempstead.

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAU THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PR AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING CHARGES. I,	SUBMITTING BUSINESS ENTITY NOT OPOSAL OR FUTURE BIDS/PROPOSALS, THE FALSE STATEMENT TO CRIMINAL nat I have read and understand all the items following pages of attachments; that I supplied my knowledge, information and belief; that I will curring after the submission of this questionnaire on supplied by me is true to the best of my by
Sworn to before me this and day of June S Notary Public	CHRISTOPHER M. MISTRON NOTARY PUBLIC, State of New York No. 01 MISO44039 Qualified in Nassau County Commission Expires May 22, 20
Name of submitting business: DEDTCATE DID	
By: Marge Leve Print Marge Leve Print Signature President Title 61 9 1 /6 Date	

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of	, 2016, (together with the
schedules, appendices, attachments and exhibits, if	any, this "Agreement"), is entered
into by and between (<u>i</u>) Nassau County, a municipal	corporation having its principal
office at One West Street, Mineola, New York 1150	1 (the "County"), acting on behalf of
the County Department of the Traffic Safety Board,	having its principal office at 1194
Prospect Avenue, Westbury, NY 11590 (the "Depar	tment"), and (ii) (ii) DEDICATEDD,
Incorporated, a New York State, not-for-profit corpo	
1058 Delmar Avenue, Franklin Square, New York, 1	

WITNESSETH:

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

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

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

- 1. <u>Term.</u> This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement shall consist of the coordination of a countywide drunk driving victim advocacy program by disseminating relevant educational materials and providing speakers to Nassau County schools, civic groups and community organizations. The proposed activities are outlined in the grant application request annexed hereto as "Appendix A" and made part hereof.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed **Thirty Five Thousand Dollars (\$35,000.00)**, payable as per the attached program budget attached hereto as "Appendix B."
- (b) <u>Vouchers; Voucher Review, Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

- (d) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), be (i) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and U attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- 7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification; Defense; Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement,

including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

- (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (j) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and 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) <u>Delivery; Coverage Change; No Inconsistent Action.</u> Prior to the Execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 10. <u>Assignment; Amendment; Waiver; Subcontracting</u>. This Agreement and the rights and obligations hereunder may not be in whole or part (<u>i</u>) assigned, transferred or disposed of, (<u>iii</u>) amended, (<u>iii</u>) waived, or (<u>iv</u>) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "<u>County Executive</u>"), 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. <u>Termination</u>. (a) <u>Generally</u>. 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 "<u>Cause</u>" 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) <u>Contractor Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

- 13. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (\underline{A}) final payment under or the termination of this Agreement, and (\underline{B}) the accrual of the cause of action, and (\underline{ii}) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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- 17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 18. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. If the Contractor is a not-for-profit, religious or charitable organization or a governmental entity and the Contractor requests that the charge be waived, then please ask the Deputy County Executive in charge of your vertical to determine whether the charge should be waived.]
 - 20. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. 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) <u>Availability of Funds</u>. 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.

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

Name:	large Lee Director	
NASSAU	COUNTY	
By: Name: Title:	Deputy County Executive	

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK))ss.:
COUNTY OF NASSAU)
On the day of work in the year 201 before me personally came worn, did depose and say that he or she resides in the County of work; that he or she is the formulation of DEDICATED DOTATED DOT
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the day of in the year 201 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX B

DEDICATEDD

January 1, 2016 - December 31, 2016

BUDGET

PERSONAL SERVICES:	
Director 567 hours @30.00	\$ 17,000.00
Fringe at 25% of personal service	4,250.00
<u>OTPS</u>	
Materials and General Expenses:	8,525.00
(Includes Memorial Signs placement & distribution;	
Awareness/outreach projects; speakers; consultants;	
Materials; DVD Production; Postage; Supplies	
Phone/AOL	1 600 00
Website/software	1,600.00
·	
Updates to include: downloads, software,	4 800 00
maintenance, and repair	1,500.00
Travel In State & Out of State	
Includes mileage, tolls, parking, registration fee,	
conference fees, meals air fare, and car service.	
Travel Expenses shall cover Director,	
Board Members and volunteers.	2,125.00
TOTAL	\$35,000.00

APPENDIX A

DEDICATEDD, INC. Alcohol Education Program

Mission:

To stop the criminal acts of drunk, drugged and impaired driving on our roadways, waterways and in our recreation areas, to advocate for the victims of these tragic offenses and prevent underage drinking.

BACKGROUND

DEDICATEDD is a 501 (c)(3) nonprofit organization incorporated in New York. DEDICATEDD believes to end intoxicated driving and underage drinking, we must wage a broad-based battle from several approaches. Our members and supporters are DWI crash survivors, families whose loved ones have been killed or injured in alcohol related crashes and nonvictims. Every member of DEDICATEDD has a strong desire to make a difference. Our experience has shown that while older intoxicated drivers are impaired strictly by alcohol, many offenders are impaired by a combination of alcohol and drugs. In recent years, many offenders are impaired by illegal drugs as well as prescription drugs. DEDICATEDD believes that local people can best identify the multitude of problems associated with drunk and drugged driving and therefore are best qualified to find the solutions. Partnering with traffic safety experts, victim advocates, educators, law enforcement, the district attorney's office, probation, civic organizations, community groups, rehabilitation therapists, etc., we believe DEDICATEDD can make Nassau County safer for each of us. Despite the good efforts of those involved in the ongoing battle to prevent drunken driving, one third of those arrested are recidivists! Drunken and drugged drivers continue to kill and maim in Nassau County.

VICTIMS

DEDICATEDD assists victim families. Our victim advocates are available seven days a week. Victims need advocates to help not only with alcohol related car crashes but with car or boating crashes that involve alcohol, drugs or a combination of both. Although there are other DWI victim advocacy groups, some victims we spoke with either had no idea that help was available or didn't know how to go about finding help. Many victims expressed their feelings of helplessness and abandonment. While there were some victims who were satisfied with the assistance they received from other victims' organizations, others felt the help offered did not meet their needs or expectations.

Because many DEDICATEDD volunteers are victims (and experienced victim advocates) we know personally the emotional pain and havoc associated with these violent crimes and the importance of a knowledgeable advocate who follows through on promises made.

VICTIM ASSISTANCE

Victims need to know that immediate help is available and how to access that help as quickly as possible. Our victim advocates provide many services including:

24 hour telephone assistance, home visits, peer counseling, referrals to professional help (when requested by victims or when an advocate believes additional counseling may be beneficial), support

group meetings, Crime Victim Board information, liaison to the district attorney's office and law enforcement, court accompaniment and assistance preparing victim impact statements.

Advocates also accompany victim families to parole board hearings and assist with letter writing campaigns for letters to the parole board. DEDICATEDD believes that turning anger into action can be therapeutic. For this reason, any victim who desires to help spread the anti-DWI message or wants to help other victims will receive the necessary training.

EDUCATION

DEDICATEDD provides speakers to Nassau County schools (grammar through college), civic groups, community organizations, professional organizations and businesses. We believe that Nassau County students, residents, community leaders and business professionals, with a desire to learn about the dangers of DWI and underage drinking preventative measures, deserve to be provided with an informative speaker. We attend health fairs, community awareness days, etc., to disseminate information to the public as well as answering questions of visitors to our booth or table. We believe that the general public needs to be kept aware of the lethal potential caused by those who continue to drive while intoxicated or impaired. We believe parents and young people should be educated about the dangers of underage drinking and drugging including alcohol poisoning and drug overdose and underage drinking.

LEGISLATION

Members of DEDICATEDD visit local and State legislators regarding the DWI issue. We advocate for victim rights and improved DWI legislation. We believe meeting personally with legislators educates them to the fact that DWI statistics are not simply numbers.

SPECIAL PROJECTS

DEDICATEDD researches and seeks innovative and creative ways to expand the fight against drunk driving, drugged driving and underage drinking. We work with our victims and volunteers, the general public, other nonprofit organizations, business owners, teachers and students who offer us their suggestions and ideas.

MEDIA

Every year DEDICATEDD participates in numerous DWI related press conferences. We are also asked for and give interviews to TV, radio and print reporters regarding DWI/victim related issues. In addition, we are often invited to participate on TV talk show panels to discuss various DWI related topics.

INTENDED USE OF FUNDS

Mailings and distribution of our Spanish DVD "Para Salvar Una Vida" (To Save A Life)

Creation, production and implementation of County-wide DWI awareness/prevention programs

Create, print and distribute resource information.

Create DWI awareness/prevention DVD and all equipment, materials/supplies, consultants and tech support associated with production

Costs for in-State and out-of-State conferences, for training of victim advocates, volunteers, speakers, board members, i.e., travel lodging, etc.

Program and awareness development

Membership fees for National and local organizations

Develop and/or purchase training materials for advocates, volunteers and victims

Develop/and or purchase materials for outreach to victims, schools, community groups, hospitals, libraries, etc.

Computer repair, software and equipment

Maintaining and expanding our web site

Contract services i.e., web master, accountant, etc.

Administrative costs

APPENDIX EE Equal Employment Opportunities for Minorities and Women

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

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

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

Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days

(10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement.

major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- 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 Contractor is:	
	Marge Lee	(Name)
	1058 Delmar Avenue, Franklin Square, NY 11010	(Address)
	516-352-7990	(Telephone Number)
2.	The Contractor agrees to either (1) comply with the requirements Living Wage Law or (2) as applicable, obtain a waiver of the requirement to section 9 of the Law. In the event that the Contractor of the requirements of the Law or obtain a waiver of the requirement Contractor establishes to the satisfaction of the Department that at of this Agreement, it had a reasonable certainty that it would receive on the Law and Rules pertaining to waivers, the County will agree contract without imposing costs or seeking damages against the Countract without the countract with	does not comply with its of the Law, and such the time of execution we such waiver based to terminate the
3.	In the past five years, Contractor has X has not been for government agency to have violated federal, state, or local laws rewages or benefits, labor relations, or occupational safety and healt been assessed against the Contractor, describe below:	gulating payment of
		,
		•
4.	In the past five years, an administrative proceeding, investigation, initiated judicial action has _X_ has not been commenced	or government body- against or relating to

	the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
5,	Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.
belier,	y certify that I have read the foregoing statement and, to the best of my knowledge and it is true, correct and complete. Any statement or representation made herein shall be te and true as of the date stated below.
8/10 Dated	May Lee Signature of Chief Executive Officer
	MARGE LEE Name of Chief Executive Officer

Sworn to before me this

Notary Public

CHRISTOPHER M. MISTRON NOTARY PUBLIC, State of New York No. 01 MISO44039 Qualified in Nassau County Commission Expires May 22, 20