

**CF (Capital)****CF E-232-16****Contract Details**SERVICE Fire Marshal Admin. SystemNIFS ID #: CLFC16000002NIFS Entry Date: 9/8/16Term: from 10/15/2015 to 10/15/2017

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

Agency Information

Vendor	
Name Locality Media, LLC	Vendor ID# 271876606-01
Address 107, 7 th Street Garden City, NY 11530	Contact Person Andreas Huber
	Phone (516)874-2258

County Department
Department Contact Ed Eisenstein ***Please return Final complete contract to Vandana Manucha***
Address 240 Old Country Road, Mineola, NY 11501
Phone (516)571-3086

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/>		<i>Scott J. Tuccia</i>	
9/12	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	9/12	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
9/16/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	9/16/16	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	9/23/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
9/29/16	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	9/29/16	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
9/30/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	9/30/16	<i>[Signature]</i>	

2016 OCT 14 9 58

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY



Contract Summary

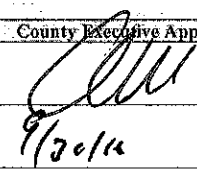
Description: The County has recognized the importance of replacing the current outdated Nassau County Fire Marshal Administration System by making great strides in the use of current technology to streamline these government services. The intent of this project is to provide an up-to-date, interactive system to better provide services to current and potential residents and businesses in Nassau County. The on-site users should be able to navigate throughout the system, linking to various departmental sites, with seamless integration. Capability to transact business with the County must be provided, including the ability to pay for and schedule services, fees, and/or penalties via cash, check, or credit and debit cards. This additional work is for the Maintenance and support services for this system.
Purpose: The purpose of this amendment is to extend the time for an additional 2 years for maintenance & support services of the Fire Marshall Fee Collection System replacement.
Method of Procurement: RFP- Open Competitive bid
Procurement History: The Contract was entered into after a written request for proposals was issued on 10/08/2010. Potential proposers were made aware of the availability of the RFP by posting on the County Procurement website as well as on Listnet.org and LIFT.org. Four (4) proposers requested copies of the RFP. Proposals were due on 10/22/2010. Four (4) proposals were received and evaluated. The evaluation committee consisted of: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan and Norman Orenstein. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.
Description of General Provisions: The Contractor shall provide Maintenance and Support services for the Fire Marshall Fee Collection System.
Impact on Funding / Price Analysis: n/a
Change in Contract from Prior Procurement: Payments can be made quarterly.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	FC	Revenue Contract	<input type="checkbox"/>	XXXXXXXX	08	FCFCF100/DESA	\$ 0.01
Control:	FO	County		\$ 0.01	2		\$
Resp:	1100	Federal		\$	3		\$
Object:	DESA	State		\$	4		\$
Transaction:		Capital		\$	5		\$
		Other		\$	6		\$
		TOTAL		\$ 0.01		TOTAL	\$ 0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name _____	Date _____
Date _____	Date _____	 9/20/14 (For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Locality Media, LLC

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 10/14/15-10/15/16

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

If yes, please explain: Ongoing maintenance and support for the Fire Marshall Fee Collection Sys

4. Funding Source:

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

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

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

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

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

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

The intent of this project is to provide an up-to-date, interactive system to better provide services to current and potential residents and businesses in Nassau County. The on-site users should be able to navigate throughout the system, linking to various departmental sites, with seamless integration. Capability to transact business with the County must be provided, including the ability to pay for and schedule services, fees, and/or penalties via cash, check, or credit and debit cards. This additional work is for the Maintenance and support services for this system. The purpose of this amendment is to extend the time for an additional 2 years for maintenance & support services of the Fire Marshall Fee Collection System replacement.

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

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

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

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

This contract CFIT11000003

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.

Roseann Dille 9/15/16
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE COUNTY DEPARTMENT OF INFORMATION
TECHNOLOGY, AND LOCALITY MEDIA, LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Locality Media, LLC to provide maintenance and support for the Fire Marshal Administrative System, 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 amendment to an agreement with Locality Media, LLC

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

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

CONTRACTOR NAME: Locality Media, LLC

CONTRACTOR ADDRESS: 107 7th Street, Garden City, NY 11530

FEDERAL TAX ID #: 271876606-01

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. {X} This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on July 13, 2011. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on 10/08/2010. Potential proposers were made aware of the availability of the RFP by posting on the County Procurement website as well as on Listnet.org and LIFT.org. Four (4) proposers requested copies of the RFP. Proposals were due on 10/22/2010. Four (4) proposals were received and evaluated. The evaluation committee consisted of: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan and Norman Orenstein. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

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

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

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

required through an inter-municipal agreement.

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

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

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

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

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

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

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

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


Department Head Signature

9-8-16
Date

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

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

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Dated: 3/29/16

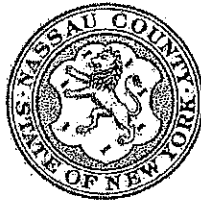
Vendor: Locality Media, Inc.

Signed: [Signature]

Print Name: Andreas Huber

Title: CEO

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.

NONE, N/A

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

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

NONE

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

NONE

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

NONE

N/A

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: 3/29/16

Signed:



Print Name:

Andreas Huber

Title:

CEO

The term **lobbying** shall mean any attempt to influence; any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but 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.

The term "**lobbying**" or "**lobbying activities**" **does not include**: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Andreas Huber
Date of birth 2/28/1980
Home address 16 Carteret Place
City/state/zip Garden City, NY 11530
Business address 107 7th St
City/state/zip Garden City, NY 11530
Telephone 516-874-2258
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 1/15/10 Treasurer 1/1/10
Chairman of Board 1/1/10 Shareholder 1/15/10
Chief Exec. Officer 1/15/10 Secretary 1/1/10
Chief Financial Officer 1/1/10 Partner 1/1/10
Vice President 1/1/10
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 25%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

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

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

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

I, Andreas Huber, 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 5th day of April 2016

[Signature]
Notary Public

SIANA BORUKHOVICH
NOTARY PUBLIC-STATE OF NEW YORK
No. 02806244170
Qualified in New York County
My Commission Expires August 26, 2019

Locality Media, Inc
Name of submitting business

Andreas Huber
Print name

[Signature]
Signature

CEO
Title

3 / 30 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

1. Principal Name: **Edward J Stempinski**

Date of birth: **02/03/1973**

Home address: **39 Autumn Lane**

City/state/zip: **Burlington/NJ/08016**

Business address: **107 7th St**

City/state/zip: **Garden City/NY/11530**

Telephone: **(781) 962-6171**

Other present address(es): **N/A**

City/state/zip: **N/A**

Telephone: **N/A**

List of other addresses and telephone numbers attached: **N/A**

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 ___/___/___

(Other) **Chief Technology Officer: 1/15/2010**

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

NO ___ YES **X** If Yes, provide details. **I have a 17.13% equity interest in the business**

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? **NO X** YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? **NO X** YES ___; If Yes, provide details.

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

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

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

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

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

CERTIFICATION

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

I, Edward Stempinski, 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 20th day of Sept 2016

Helene M. Lipuma
Notary Public

HELENE M. LIPUMA
Notary Public, State of New York
No. 41-4762678
Qualified in Nassau County
Commission Expires September 30, 2017

Locality Media, Inc.

Name of submitting business

Edward Stempinski

Print name

Edward Stempinski
Signature

CTO
Title

9 / 20 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

1. Principal Name RAMI EL-CHOUFANI
Date of birth 11 / 26 / 1986
Home address 210 E BROADWAY
City/state/zip NEW YORK, NY, 10002
Business address 107 SEVENTH ST
City/state/zip GARDEN CITY, NY, 11530
Telephone 5168742258
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 ____/____/____ Chief Operating Officer 3 / 1 / 16
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire? YES
699,943 shares

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
NO
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
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO

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
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO
 - 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
 - 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
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
 - b) Is there any misdemeanor charge pending against you? NO
 - c) Is there any administrative charge pending against you? NO
 - 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
 - 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

PQF (02/2016)

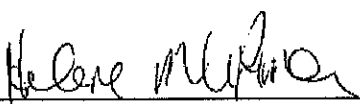
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation 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
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
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
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

CERTIFICATION

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

I, Rami El-Choufani, 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 20th day of Sept 2016

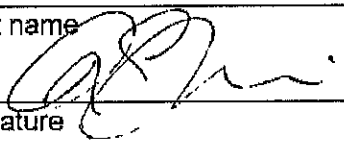

Notary Public

HELENE M. LIPUMA
Notary Public, State of New York
No. 41-4752975
Qualified in Nassau County
Commission Expires September 30, 2017

Locality Media Inc.
Name of submitting business

Rami El-Choufani

Print name


Signature
COO

Title

9 / 20 / 16
Date

Business History Form

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

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

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

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

Date: 3/30/16

1) Proposer's Legal Name: Locality Media, Inc. - Andreas Huber

2) Address of Place of Business: 107 7th St. Garden City, NY 11530

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-874-2258

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 962658949

5) Federal I.D. Number: 91-1388062

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

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: _____

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business;
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ 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? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

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

Employee contracts will include requirements to ensure no employee shall have any conflict of interest as stated above in 17(a), ii, or iii.

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

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

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

- B. Indicate number of years in business.

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

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

Company Nassau County Office of the Fire Marshal.

Contact Person John Priest

Address Public Safety Center, Westbury, NY

City/State Westbury, NY

Telephone 516-573-9993

Fax # _____

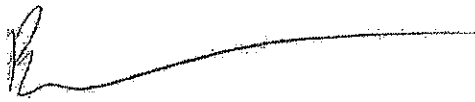
E-Mail Address jpriest@nassaucountyny.gov

CERTIFICATION

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I, Andreas Huber, 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 5th day of April 2016



Notary Public

Name of submitting business: Locality Media, Inc.

By: Andreas Huber

Print name


Signature

CEO

Title

3, 30, 16

Date

COUNTY OF NASSAU

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

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

Address: 107 7th St

City, State and Zip Code: Garden City, NY 11530

2. Entity's Vendor Identification Number: _____

3. Type of Business: _____ Public Corp _____ Partnership _____ Joint Venture

_____ Ltd. Liability Co _____ Closely Held Corp C Corp _____ Other (specify)

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

Andreas Huber, 16 Cartaret Pl. Garden City, NY 11530

Rami El-choutani, 260 E Broadway #4605, New York, NY 10002

Edward Stempinski, 39 Autumn Lane, Burlington, NJ 08016

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.

Andreas Huber, Rami El-choutani, Edward Stempinski (Address above)

Helmut Huber, 107 7th St, Garden City, NY 11530

Adam Famularo, 165 Garden St, Garden City, NY 11530

Matt Traina, 300 N End Ave, New York, NY 10282

Sybil Marcus, 15 Central Park West, 23E, New York, NY 10023

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

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

None

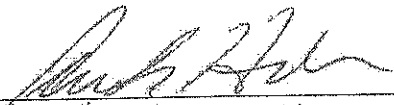
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 3/29/16

Signed: 

Print Name: Andreas Huber

Title: CEO

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

Locality Media, LLC
107 Seventh Street
Garden City, NY 11530



March 18th, 2016

RE: Management and Ownership

Dear Nassau County Office of Information Technology,

The officers and managers of Locality Media, Inc. below have the following equity ownership:

Andreas Huber, CEO – 25%
Edward Stempinski, CTO – 20%
Rami El-choufani, COO – 10%

Thank you.

Regards,

Andreas Huber
CEO
Andreas@localitymedia.com
516-874-2258

Amendment #3

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Locality Media, Inc. formerly Locality Media, LLC a New York corporation, having its principal office at 107 7th Street, Garden City, New York 11530 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CFIT11000003 between the County and the Contractor, executed on behalf of the County on July 13, 2011, and subsequently amended thereafter on April 17, 2012, and August 26, 2013 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the Fire Marshal Administration System, which services are more fully described in the original Agreement, (the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, commenced on July 13, 2011 and expires on October 15, 2015 (the "Original Term"); and ;

WHEREAS the Original Agreement contains five (5) one (1) year renewal options for maintenance and support services exercisable at the County's sole discretion (the "Original Term"), and

WHEREAS, the County has exercised the first two (2) renewal options;

WHEREAS, the County desires to exercise two (2) additional renewal options for maintenance; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.


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

1. Maintenance Term Renewal. The County hereby exercises two (2) additional renewal options so that the Original Term is extended for an additional two (2) year period and will terminate no later than October 15, 2017, unless sooner terminated as provided for in the Original Agreement (the "Amended Termination Date"). The County reserves the right to exercise the final renewal option subsequent to the Amended Termination Date.
2. The Contractor may bill Nassau County on a quarterly basis as follows
 - 25% on January 16th,
 - 25% on April 16th
 - 25% on July 16th,
 - 25% on October 16thSubject to compliance with the Comptroller's bill paying procedures as stated in the Original Agreement.

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

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

LOCALITY MEDIA, Inc.

By: 
Name: Andreas Huber
Title: CEO
Date: 9/7/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

) ss.:

COUNTY OF NASSAU)

On the 7th day of September in the year 2016 before me personally came Andreas Huber to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the CEO of Locality Media Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Helene M. Lipuma
HELENE M. LIPUMA
Notary Public, State of New York
No. 41-4752975
Qualified in Nassau County
Commission Expires September 30, 2017

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being 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

INVOICE NUMBER		DOCUMENT #	
① 354 513 180 0001 96		(FOR NASSAU COUNTY DEPARTMENT USE ONLY)	
ORDER / CONTRACT NO.		BLANKET ORDER NO.	
②		③	
VENDOR INFORMATION		DISCOUNT AMOUNT	
NUMBER (9)		DISCOUNT DATE	
④ 135275510		MO DAY YR	
⑤ 01		CLAIMANTS CERTIFICATION	
NAME (30)		I hereby certify that this claim voucher is just, true, and correct; that the amount claimed is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract that the prices charged are in accordance with the reference purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.	
(50)			
ADDRESS (50)			
(20)			
(40)		⑧ CLAIMANT'S NAME	
P.O. BOX 15124		DATE	
ALBANY, N.Y.		9-8-16	
12212-5124		By (Signature)	
⑨		TITLE	
DEPT. GOODS OR SERVICES DELIVERED TO		VENDOR'S PAYMENT TERMS	
⑩		⑪	
DATE DELIVERED		ITEMIZATION	
UNIT PRICE		AMOUNT	
ACCT: 354513180000196		INV: 354-513180000196	
VERIZON FIOS/BEQ		AUGUST 2016	
⑫ TOTAL CLAIMED		275.80	

For Nassau County Department Use Only:
 NIFS ACCOUNT CODES Please note that only one invoice is payable per claim voucher. The invoice may be charged to more than one account code.

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDDETAIL	GL ACCOUNT	SUBSIDIARY	AMOUNT
1	ITGEN1800	DF552	IT PHONE							275.80
INVOICE NO or CLAIM NO and DESCRIPTION (50):										
FORMAT - "Invoice no. or claim no." description										
2										
INVOICE NO or CLAIM NO and DESCRIPTION (50):										
FORMAT - "Invoice no. or claim no." description										
3										
INVOICE NO or CLAIM NO and DESCRIPTION (50):										
FORMAT - "Invoice no. or claim no." description										
4										
INVOICE NO or CLAIM NO and DESCRIPTION (50):										
FORMAT - "Invoice no. or claim no." description										

REC Department _____ Contact Person _____ Telephone No. _____	Amount Approved \$ _____ Date _____ Comptroller Approval _____
---	--

Contract ID#: CFIT11000003



Department: IT / Fire Marshal

CF (Capital) Contract Details

CF E-96-11

SERVICE Fire Marshal Admin. System

NIFS ID #: CFIT11000003

NIFS Entry Date: 04/20/11

Term: from Execution to 12 months

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

Agency Information

Vendor	
Name Locality Media, LLC	Vendor ID# 271876606-01
Address 107 7 th Street Garden City, NY 11530	Contact Person Andreas Huber
	Phone (516) 874-2258

County Department	
Department Contact Ed Keenan	****Please return final, completed contract to Peggy Brown
Address 240 Old Country Road Mineola, NY 11501	
Phone (516) 571-3086	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered			
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/> Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	4/21/11		
	OMB	CA RE & Insurance Verification <input type="checkbox"/> CA Approval as to form <input type="checkbox"/> Fw'd Original Contract to CA <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	4/22/11		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
4/23/11	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/> CA Approval as to form <input checked="" type="checkbox"/> Fw'd Original Contract to CA <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	4/23/11		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
	Legislative Affairs	CA RE & Insurance Verification <input type="checkbox"/> CA Approval as to form <input type="checkbox"/> Fw'd Original Contract to CA <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	4/25/11		
	County Attorney	CA RE & Insurance Verification <input type="checkbox"/> CA Approval as to form <input type="checkbox"/> Fw'd Original Contract to CA <input type="checkbox"/> NIFS Approval <input type="checkbox"/>			
	Comptroller	CA RE & Insurance Verification <input type="checkbox"/> CA Approval as to form <input type="checkbox"/> Fw'd Original Contract to CA <input type="checkbox"/> NIFS Approval <input checked="" type="checkbox"/>	6/13/11		
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>			



Contract Summary

Description: Fire Marshal Administration System replacement.
Purpose: The County has recognized the importance of replacing the current outdated Nassau County Fire Marshal Administration System by making great strides in the use of current technology to streamline these government services. The intent of this project is to provide an up-to-date, interactive system to better provide services to current and potential residents and businesses in Nassau County. The 75 non-concurrent on-site users should be able to navigate throughout the system, linking to various departmental sites, with seamless integration. Capability to transact business with the County must be provided, including the ability to pay for and schedule services, fees, and/or penalties via cash, check, or credit and debit cards.
Method of Procurement: RFP – open competitive bid.
Procurement History: The Contract was entered into after a written request for proposals was issued on 10/08/2010. Potential proposers were made aware of the availability of the RFP by posting on the County Procurement website as well as on Listnet.org and LIFT.org. Four (4) proposers requested copies of the RFP. Proposals were due on 10/22/2010. Four (4) proposals were received and evaluated. The evaluation committee consisted of: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan and Norman Orenstein. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.
Description of General Provisions: The contractor shall provide the following to the County (detailed in Exhibit A-Scope of Work): <ul style="list-style-type: none"> • Software • Data conversion • Business functionality • User training • Implementation services • Support
Impact on Funding / Price Analysis: Price for Fire Marshal Administration System is \$95,000.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PW
Control:	CAP
Resp:	97103
Object:	00002
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$95,000.00
Other	\$
TOTAL	\$95,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/97103/000	\$95,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$95,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name _____	Date _____
Date 7/20/11	Date 6/13/11	(For Office Use Only)
		E #:

E-9611

RULES RESOLUTION NO. 122 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF
NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION
TECHNOLOGY AND LOCALITY MEDIA, LLC

Passed by the Rules Committee
Nassau County Legislature
Voice Vote on Nov 02 2011
VOTING:
yes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with the
Locality Media, LLC in relation to the installation and implementation of a new software
system for the Fire Marshall, a copy of which is on file with the Clerk of the Legislature;
now, therefore, be it

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

RULES RESOLUTION NO. - 2011

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LLC.

J.P.Morgan

JPMorgan Chase Bank, N.A.
Montclair, New Jersey
55-233-212EFTPS 22044577 Check Fraud
US Protection for Business

LOCALITY MEDIA LLC

4/20/2011

PAY
TO THE
ORDER OF

Nassau County

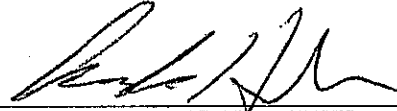
\$ **266.00

Two Hundred Sixty-Six and 00/100***** DOLLARS

Nassau County

MEMO

administrative fee



AUTHORIZED SIGNATURE

FD Security Features. Details on back

⑈001052⑈ ⑈021202337⑈

806809000⑈

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of April 11, 2011 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is executed by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) LOCALITY MEDIA LLC, a New York corporation, having its principal office at 107 7th Street, Garden City, NY 11530 (the "Contractor").

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; and

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

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

1. Definitions.

(a) "Software." The term "Software" shall mean the Nassau County Fire Marshal System created by the Contractor and all modifications, enhancements and derivative works made by the Contractor thereto (including any changes made to the Software by the Contractor pursuant to its Maintenance responsibilities under this Agreement), as further described in Paragraph 3 of this Agreement and the Scope of Work attached to this Agreement as Exhibit A.

(b) "Maintenance." The term "Maintenance" shall mean the support and maintenance activities provided by the Contractor under this Agreement detailed in the Scope of Work attached to this Agreement as Exhibit A.

2. Term. This Agreement shall commence on the date this contract has been executed by the County Executive and the Contractor has received a notice to proceed from the County (the "Commencement Date") and shall terminate twelve (12) months after the completion of the system acceptance testing and Go-Live activities described in Exhibit D attached to this Agreement, during which twelve (12) month period the Contractor will provide Maintenance services only, unless sooner terminated in accordance with the provisions of this Agreement. It is anticipated that this Agreement will terminate within eighteen (18) months of the Commencement Date. At the termination of such period, the County may, in its sole discretion, elect to extend the term of the Agreement for five (5) additional twelve (12) month periods for Maintenance and Support only, under the same terms and conditions agreed hereto.

3. Services. (a) The Contractor shall provide to the County the Software and related Maintenance, database conversion and training services associated with such Software (altogether, the "Services"), all of which is described in greater detail in the Scope of Work attached to this Agreement as Exhibit A. County and Contractor agree that all projected times set forth in Exhibit A are subject to change and are not deadlines. On request, the Contractor shall provide the County with resumes of the personnel assigned.

(b) License. As part of the Services listed above, the Contractor grants to the County a limited, non-exclusive, perpetual, non-sublicenseable, and royalty-free license, which shall not be assignable to use any Software delivered to the County under this Agreement, subject to the terms of a Software License Agreement attached to this Agreement as Exhibit C. Neither the County, nor its employees or agents shall reverse engineer, decompile, translate, adapt or disassemble the Software, or shall any such party attempt to access source code or generate the source code from the object code for the Software. The terms of the Software License Agreement are incorporated herein except to the extent such terms conflict with the terms of this Agreement.

(c) System Acceptance Testing. Once the Software has been delivered and installed and database conversion has been completed by the Contractor, the County will begin system acceptance testing subject to the provisions described in Exhibit D attached to this Agreement.

(d) Cooperation. County and Contractor understand that timely completion of the Services is dependent upon the timely cooperation of County and Contractor in providing information necessary to complete the Services, including, but not limited to, (i) data obtained from County's present system to be incorporated into the new system created by the Contractor; and (ii) information relative to desired permit forms to be incorporated into the new system created by the Contractor. County and Contractor will cooperate to achieve those milestones contained in the Tentative Milestone Timeline contained in Exhibit A attached to this Agreement, provided however, that any timelines or actions contained in such timeline are subject to change and shall not be construed as contractual obligations.

(e) The Services do not include the provision of hardware to the County.

4. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Services under this Agreement shall not exceed Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) (hereinafter, the "Maximum Amount"), as further described in Exhibit B attached to this Agreement. The Maximum Amount shall be paid in three installments of two Thirty-One Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$31,666.66) payments and one payment of Thirty-One Thousand Six Hundred Sixty-Six and 68/100 Dollars (\$31,666.68) upon delivery on or about the dates stated in the Project Timeline attached to this Agreement as Exhibit A. In the event this Agreement is extended for one or more additional twelve (12) month periods for Maintenance as described in Paragraph 2 of this Agreement, the Contractor shall be paid Nineteen Thousand and 00/100 Dollars (\$19,000.00).

The Contractor shall be available, on a time and materials basis, to make County specific modifications to the Software in addition to the agreed upon Deliverables. Any modifications to the Software by the Contractor shall be incorporated into the Software License Agreement and fully supported by the Maintenance activities to be provided by the Contractor.

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

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

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

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

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

6. 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.

7. 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, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor shall comply with the terms of Appendix EE attached hereto. 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 may be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

(ii) The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (1) previously known to it, (2) independently developed by it, (3) acquired by it from a third party without continuing restriction on use,

or (4) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement. In the event that production of Confidential Information is required, reasonable notice of such judicial process, as heretofore described, shall be provided.

(iii) The provisions of this Section shall survive the expiration or termination of this Agreement.

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

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

(c) Background Checks and Documentation. Upon the County's request, Contractor shall provide certified background checks and supporting documentation to the County for each Contractor Agent that will perform work at the public safety center or any other Fire Marshall location pursuant to the terms of this Agreement. Such documentation shall be provided to the County twenty (20) days prior to that Contractor Agent performing any work at the public safety center or other Fire Marshall location.

(i) Background checks shall include a review of criminal convictions, criminal records, and pending criminal actions; drug testing and for prospective personnel, an inquiry with the applicant's three most recent employers and verification of educational institutions.

(ii) The County reserves the right to reject the employment under this Agreement of any Contractor Agent.

(d) 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.

9. Warranty on Software. (a) Contractor warrants that the Software provided under this Agreement shall perform as described in the specifications for the Software for a period of three hundred sixty-five (365) days (the "Warranty Period"). The Contractor shall ensure that the Software continues to operate in accordance with all functionality requirements required by the County. If during the course of the Warranty Period hereunder, such Software fails to so operate, and corrective actions may be taken to achieve proper operation, Contractor shall take reasonable corrective action to cure the failure within fifteen (15) days of the report of the failure. If corrective action is not commenced within forty-eight hours (48) and corrected within such fifteen (15) day period, such inaction shall be deemed a material breach of this Agreement unless, at the request of the Contractor, the County provides written approval to extend the cure period which approval shall not be unreasonably denied, delayed or conditioned by the County. All corrective action under this warranty shall be at the Contractor's sole cost and expense. In the event of a failure as described above, the period of this warranty shall be extended by the period of time that the system is not properly functioning.

(b) Contractor further warrants and represents that the Software furnished by or through Contractor under this Agreement shall perform on the servers and/or system operating at or through the public safety center or any other Fire Marshall location and be substantially uninterrupted and error-free in operation during the Warranty Period provided that no modifications, other than modifications made

by the Contractor or consented to in writing by the Contractor are made to the Software or the system environment.

(c) Contractor warrants that the Software or any action of the Contractor shall not cause an existing server and/or system operating at or through the public safety center or any other Fire Marshall location to fail or otherwise not perform in accordance with all functionality requirements of the County. In the event the Software or any action of the Contractor causes such a failure and corrective actions may be taken to achieve proper operation, Contractor shall take reasonable corrective action to cure the failure within fifteen (15) days of the date of the failure. If corrective action is not commenced within forty-eight (48) hours and completed within such fifteen (15) day period, such inaction shall be deemed a material breach of this Agreement unless, at the request of the Contractor, the County provides written approval to extend the cure period which approval shall not be unreasonably denied, delayed or conditioned by the County. In the event that corrective action cannot be taken to correct such a failure, Contractor shall replace all equipment or software rendered defective as a result of the Software or any Contractor action. All corrective action or replacement under this warranty shall be at the Contractor's sole cost and expense. In the event of a failure as described above, the period of this warranty shall be extended by the period of time that the existing system is not properly functioning.

10. Rights to Software. (a) Contractor warrants that it has good title and all proprietary rights to the Software to enable it to license its use to County free of any proprietary rights of any other party or any other encumbrance.

As a result of this Agreement, County obtains only a limited license to utilize the Software pursuant to Exhibit C hereto and the other terms of this Agreement. Except as provided in paragraph (b) below, the County may not modify or create derivative works based upon the Software without the Contractor's prior written consent. In the event that such consent is granted, Contractor shall own all right, title and interest in and to all such modifications and derivative works.

(b) Source Code Escrow

(i) Upon Acceptance and throughout the term of this Agreement, Contractor shall retain in escrow a copy of the source code necessary to support the Software ("Deposit Materials"). The Deposit Materials shall be maintained under an agreement, which provides that if the Contractor ceases to be in the business of supporting the Software, the escrow agent shall furnish the County with a copy of the Deposit Materials that have become unsupported. The Contractor shall be responsible to the escrow agent for fees sufficient to cover the cost of reproduction and distribution of source materials, including reasonable administrative expenses thereto. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this Agreement and shall be used solely to maintain the Software. If the Contractor replaces EscrowTech International, Inc. 3290 West Mayflower Way, Lehi, UT 84043 with a substitute escrow agent, the County will receive notice of the name and address of the substitute agent.

(ii) Deposit Materials shall be released if any of the following events occur:

a. Owner files a petition for protection under the U.S. Bankruptcy Code, or an involuntary petition in bankruptcy is filed against Owner and is not dismissed within 60 days thereafter.

b. Owner defaults in its obligation to provide Maintenance and support services as required by the Agreement, and fails to cure such default within 30 days after receiving written notice of the default from the County. The notice must describe the default and state the action which the County believes is necessary to cure the default.

c. The County becomes entitled to a release of the Deposit Materials (i.e., source code for the Software) pursuant to the terms of the Software License Agreement.

(iii) In the event that the Deposited Materials are released to the County, the following permitted uses ("Permitted Uses") shall apply:

a. The County may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced-Software may only be used in accordance with the Software License Agreement.

b. The County may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.

c. The County may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist in exercising its Permitted Use rights. Each such independent contractor shall be bound by the same restrictions of use of the Deposit Material as the County.

d. The Permitted Use may not be revoked, terminated or rejected without the County's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of the Software created from or with the Deposit Materials.

(c) All records compiled by the Contractor in completing the work described in this Agreement, including but not limited to, written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications, and all other similar recorded data, shall remain the property of the Contractor.

11. Infringement. The Contractor warrants and represents that the Software does not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. The Contractor shall indemnify, defend and hold harmless the County from and against all third party claims against, and any related damages, claims, expenses (including reasonable attorney's fees), judgments, liabilities and costs ("Losses"), which the County may suffer or incur relating to any claim or action alleging that the Software infringes any U.S. copyright, trade secret, patent right of design, or other third party intellectual property right. In the event of any third party claim against the County in respect of the Software, the Contractor, at its option, may: (i) obtain the right to use the Software without obligation on the part of the County to the owner of the allegedly infringed intellectual property, (ii) modify the Software, without materially diminishing the functionality or performance, thereof, to become non-infringing at the Contractor's sole expense or (iii) require that the County discontinue the use of infringing Software and refund to the County all amounts paid to the Contractor in respect of the infringing Software, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence are in addition to, and not in lieu of, its indemnification and defense obligations in connection with an infringement claim. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based upon: (i) a modified version of any Software, to the extent modifications were made without the Contractor's approval; (ii) the use of the Software in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use; or (iii) the Contractor's compliance with the County's specific instructions.

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

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

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

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

13. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence, (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.

(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 (ii) in form and substance reasonably acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. To the extent that Contractor is not covered under their own policy, the Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

14. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the other party, 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.

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating

(i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

16. 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. 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.

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

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

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

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

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

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

21. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the

attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of Andreas Huber, Locality Media, 107 Seventh Street, Garden City, NY 11530, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

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

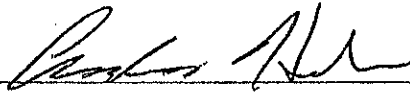
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

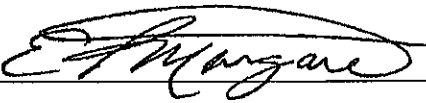
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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

LOCALITY MEDIA LLC

By: 
Name: Andreas Huber
Title: CEO
Date: 4/11/11

NASSAU COUNTY

By: 
Name: Edward P. Mangano
Title: County Executive
☒ Deputy County Executive
Date: 7/13/11

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU)

On the 11th day of April in the year 2011 before me personally came
Andreas Huber to me personally known, who, being by me duly sworn, did depose and
 say that he or she resides in the County of NaSSAU; that he or she is the
CEO of Locality Media, the corporation described herein and which executed the
 above instrument; and that he or she signed his or her name thereto by authority of the board of directors
 of said corporation.

NOTARY PUBLIC

HELENE M. LIPUMA
Notary Public, State of New York
No. 41-4752975
Qualified in Nassau County
Commission Expires September 30, 2013

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 12 day of July in the year 2011 before me personally came Edward P. Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

EXHIBIT A

SCOPE OF WORK

Upon receipt of a written Notice to Proceed from the County, Contractor shall perform the following services:

1. Project Meetings. Contractor shall attend weekly project meetings at County facilities. These meetings shall include, but are not limited to:

- a) Project kick-off meeting
- b) Software installation meetings
- c) Database installation meetings
- d) Project implementation meetings
- e) Project Status Meetings

The vendor shall create a formal project plan including milestones with timelines for the completion of each phase using MS Project 2003, 2007 or 2010, and will provide weekly project status reports. Contractor must identify specific vendor staff that will be involved in the project along with their level of expected contribution. This plan must be approved by the County. Resumes must be attached for all project team members. The Contractor will provide all staffing roles outlined in grid format noting function and individuals responsible. Contractor will perform a Business Process Review: Perform "As Is" and "To Be" analysis on current system. The vendor will provide "best practices" solution.

Each deliverable must be signed off by the project team leader.

2. Software. (a) The Contractor will deliver to the County and install the Nassau County Fire Marshal System software as created and modified by the Contractor for use as the Fire Marshal Administration System.

Deliverable: The Software (as defined in Paragraph 1 of the main body of this Agreement):

- CD containing computer software; installation instructions
- services to install software on County network and Fire Marshal workstations
- services to train County IT staff for supporting system
- services to install SQL/Server database and tables
- 75 user licenses for Nassau County Fire Marshal System software

(b) Contractor will additionally provide Nassau County Fire Marshal System software modules for web-based public access through the eGov website.

Deliverable: ASP and HTML pages (source code) to provide the following functions:

- (1) User/password logon.
- (2) User logon verification.
- (3) Permit lookup (by Permit Number, Site address, APN, Owner name, section/block/lot id)
- (4) Permit status information.

(c) Contractor will additionally provide Mobile module for field-ready interface.

Deliverable: Fire Marshal Administration System module for interface to either field-ready laptop, tabletPC, or other media.

3. Data Conversion. Contractor will provide data conversion from the existing Fire Marshal System database

- Deliverable: CD and electronic transfer (via FTP or email) of converted database
- Services to develop conversion software for translation
- Services to perform data conversion; services to install converted data
- Services to reasonably investigate and reasonably correct any errors uncovered during conversion balancing and /or system testing.

Applies to: Permits and Inspections; Project applications; Code Enforcement; Business Licenses.

The County will provide to Contractor all tables and files that are necessary for historical data conversion within thirty (30) days of project commencement date. Contractor shall not be required to produce any of the deliverables set forth herein unless and until the Contractor receives from the County all historical data from the existing Fire Marshal System database.

4. Business Functionality

The system will be configured for the following Fire Marshal business functionality:

Business Areas:

- Permits Issuance
 - Renewals
 - Printing
 - Renewal letters (self generating by month)
 - Physical Permits for premises display
 - Balance Due Letters
 - Photo Identification cards
 - Track picture by ID number for use on future permit/certificate renewals
 - Tracking physical mailing and care-of addresses
- Licensing – may include ID photos
 - Business
 - Individual
- Certificates of Fitness
 - Issuance
 - Tracking
 - Testing
 - Written
 - Practical
- Propane Truck Registration
 - Issuance
 - Renewals
- Inspections
 - Ability to have portable laptop or downloadable information for field work
 - Issue 'stop work' orders in field
 - Track by address
 - Track by 'components' at each address (such as)
 - Sprinkler system
 - Fire Alarm System
 - Automatic Extinguishing System
 - CATV
 - Hood And Duct
 - Plan reviews – architecture
 - Tracking submission to approval including which plan reviewer has current possession
 - Impending inspections
 - Supervisor or Inspector to schedule an appointment
 - Supervisor to select an inspector
 - Inspection notification appointments to be sent electronically to the inspector's calendar and email and confirmed
 - Field Tests
 - Contact Information
 - Connection to Database of Fire Code to issue violations

- Tracking violations issued against individuals and addresses
- Arson Investigation
 - Tracking Criminal Cases – *highly sensitive data*
- Training – time/grant/etc.
- Certification Requirement Tracking
- Staff Certifications & renewal
- Connection to HAZMAT Database
 - MSDS Information
 - Manufacturer Contact Information
- Report writing with template, word processing ability
- Interface to additional information systems

System Functionality:

- Accounting & summary reports
- Collection/Past due payment/billing tracking –billing notices printing and administration
- Customize fee structure and accruals
- Fee on Account computation, tracking and balances
- Gap Analysis – Identifies Permits/Licenses, Plans, Tests, Inspections that are required but have not commenced
- Needs to be Web enabled to provide functionality to the public via County eGov website
- Geared towards easy data entry, easy system maintenance, easy system operation
 - The ability for the end user to self correct unintentional errors without supervisor assistance.
- Full remote access, to review records
 - Remote access to issue notices of violation and print in the field
 - Remote access to issue appearance tickets and parking tickets and print in the field.
- Should have robust reporting features and query within the application
- Workable disaster recovery options
- Ability to be upgraded via Release Upgrades and Service Packs

Key Fields to query by:

- Track locations by Section/Block/Lot
- By Individual/Business Name
- By address and cross streets
- Other fields to be determined by user

Interfaces:

- Nassau County Standards
- NCGIS (Nassau County Geographic Information System)
- NFIRS – NYS (National Fire Incident Reporting System)
- eGov interface
- WEEKLY, in person, meetings to review the project status,
- The Fire Marshal should be fully involved in the creation of the system, and to test and approved the design and functionality of EACH part of the system as it is created.

4. Training Services. Contractor will provide

- Provide System Administrator training for up to ten (10) COUNTY staff during scheduled training at Nassau County offices.
- Conduct on-site, hands-on End User training at COUNTY office. Class size is limited to ten (10) students per day.

COUNTY will provide classroom space at COUNTY facilities.

5. Implementation Services. Provide system implementation and Configuration for 25 classification types, and provide Basic Control Tables for 25 classification types.

Deliverable: Installation of permit forms, fee tables and valuations tables in Fire Marshal Administration System database.

Deliverable: Data import specification (using standard Fire Marshal Administration System import function) for monthly updates of assessor records.

COUNTY will provide information regarding custom reports, fee formulas, usage, and permit and business license forms within thirty (30) days of project commencement date.

6. Support. Contractor will provide twelve (12) months of Maintenance (as described in Paragraph 1 of the main body of this Agreement). Such Maintenance shall be without cost to the County for twelve (12) months following the completion of system acceptance testing as described in this Agreement.

a) Applies to: Fire Marshal Administration System software. Time period for no-charge technical support to begin upon completion of System Acceptance, as defined in Exhibit D.

b) Maintenance includes:

- 1) Fire Marshal Administration System software modifications to correct bugs or errors that are reported to Contractor by County.
- 2) Fire Marshal Administration System software updates that may be posted from time to time by Contractor on web site (<http://www.localitymedia.com/contact-us>). Updates may be downloaded and installed by the County onto the County's network. Notwithstanding anything to the contrary contained herein or in the Agreement, Contractor is not obligated to develop or deliver any updates.
- 3) Technical support via telephone. Contractor reserves the right to restrict phone access to County-designated System Administrators. Toll-free phone access is provided by Contractor (1-888-504-0016).
- 4) Technical support via email to Contractor: support@localitymedia.com
- 5) Detail information is located online at <http://www.localitymedia.com/contact-us>.

c) Additional Support Services. Fire Marshal Administration System Software enhancement requests may be submitted by County to Contractor. Enhancement requests will be reviewed by Contractor and may be incorporated into future releases. County understands that submittal of enhancement request does not obligate Contractor to provide software modification. Support shall include:

- 1) Request analysis
- 2) Categorization
- 3) Activity description logging
- 4) Request resolution
- 5) Documentation

In addition, Contractor shall make functional enhancements to the Supported Application that are individually requested, estimated by the contractor, and approved in advance by the designated County contract manager. The intent of this basic enhancement service is to provide the County with support for ongoing, basic improvements to core system functionality and existing system user interfaces, and the creation of new reports and report templates. This service is not intended to be used for major functionality and/or architectural enhancements.

7. Additional Terms and Conditions.

a) Risk Management Consultant must identify the typical problems that might adversely affect the project, plan the risk response, and monitor and document the risks.

b) Change Management – Any Consultant design changes, changes to activities/tasks, staffing, etc., resulting in an adjustment to the project budget, schedule or effort must be documented and forwarded to the Project Manager within 24 hours of incident. The Consultant must maintain a Change Management log. It must be updated as needed and will be reported on in the weekly status reports and meetings.

c) Issues & Problem Management – All problems and issues will be reported to the Project Manager. These items will be logged and forwarded to the appropriate technicians for resolution. Escalation may be based on criticality or the length of time an issue has been open. An Issues Log will be maintained and kept in the PMO shared drive in the project files. The County can initiate contact with Contractor support personnel at anytime to respond to any emergency problem condition.

d) Progress Reporting and Communications -- Weekly status reports must be sent to the Project Manager as well as reported at weekly project status meetings. Monthly Project status reporting -- The monthly IT status report format and content will be adopted, with the following additional attachments:

- 1) Deliverables Log
- 2) Issues Log
- 3) Change Request Log
- 4) Current project plan

Tentative Milestone Timeline

EXHIBIT B**PROJECT COST SUMMARY**

Payment of the Software Maximum Amount (as such term is defined in the agreement to which this exhibit is attached) shall be made to Locality Media in three installments in accordance with the following table and shall be made at such times as milestones associated with each payment are completed.

Milestone Payment Table		
Milestone		Payment Upon Successful Completion
Project Approval		
1.	Project Kick-Off Meeting	(33% of Maximum Amount)
2.	Detailed "Project Plan" for Approved Project (in MicroSoft Project)	
Planning - Execution		
1.	Requirements Traceability Matrix: <ul style="list-style-type: none">• Core System & Usage Scenarios• Interfaces & Usage Scenarios• Reporting & Usage Scenarios	(33% of Maximum Amount)
2.	User Acceptance Test (UAT) Plan	
3.	Data Migration Plan	
4.	Training Plan <ul style="list-style-type: none">• Administrator• "Train the Trainer"• End-User	
5.	Cutover Plan	
6.	Configuration & Customization <ul style="list-style-type: none">• Core System• Interfaces• Reporting	
7.	Pre-UAT Data Migration	
8.	User Acceptance Testing <ul style="list-style-type: none">• Core System• Interfaces• Reporting	
Training - Production Go-Live		
1.	End-User Training	(34% of Maximum Amount)
2.	Sign off on Release Plan	
3.	Schedule Cutover	
4.	Backup & Data Migration	
5.	Perform Production Readiness Test	
6.	System Acceptance Testing completed - LIVE	

*Annual Maintenance and Technical Support – No charge for first twelve (12) months following Go-Live.

EXHIBIT C

SOFTWARE LICENSE AGREEMENT

This limited, non-exclusive, perpetual, non-sublicenseable and royalty-free license, which shall not be assignable, License ("License") for the use of "Fire Marshal Administration System" (Software) developed and marketed by Contractor is granted to County by Contractor subject to the terms and conditions of the Agreement to which it is attached.

SUMMARY OF LICENSE TERMS

1. Software provided to the COUNTY under this License allows the COUNTY to perpetually use, not own, the software.
2. Software is provided to the COUNTY as a multi-user, concurrent access license. The designated number of concurrent Users/Administrators/Observers for this license is seventy-five (75). COUNTY is permitted to install Software on any and all workstations owned or controlled by the COUNTY. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.
3. This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the COUNTY to any other person, company or organization without the prior written authorization of CONTRACTOR.
4. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. COUNTY may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The title, ownership rights, and intellectual property rights in and to this Software shall remain with CONTRACTOR. Notwithstanding the foregoing, the County may copy the Software for the purposes of disaster recovery.
5. CONTRACTOR has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CONTRACTOR nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, or is compatible with all equipment and software configurations except that the Contractor warrants that the Software is compatible with the equipment and software configurations of the Fire Marshall's network.
6. CONTRACTOR warrants that it has good title and all proprietary rights to the Software to enable it to license its use to COUNTY free of any proprietary rights of any other party or any other encumbrance. In the event that the Software infringes on the proprietary rights of any other party or is subject to any encumbrance, the Contractor agrees to indemnify, hold harmless and defend the County in accordance with Sections 11 and 12 of the Agreement.
7. CONTRACTOR warrants that its Software will perform in the manner described in the Agreement documents including CONTRACTOR's Response to the COUNTY's RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed. This Warranty shall commence upon date of acceptance by COUNTY as defined by Exhibit D attached hereto.
8. Neither Contractor nor any of the individuals or entities involved in providing this License to the County shall be liable for any incidents or consequential damages caused by failure or faults of the Software or its functions.

9. This License will remain in effect until COUNTY returns Software to CONTRACTOR, or until COUNTY destroys Software.
10. COUNTY shall only be permitted to utilize the Software in connection with the Nassau County Fire Marshal's Office as discussed in the Agreement. COUNTY shall not be permitted to utilize the Software in any manner in connection with any other department or unit within the COUNTY.

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EXHIBIT D

SYSTEM ACCEPTANCE TESTING

1. COUNTY shall commence System Acceptance tests upon written notification from CONTRACTOR that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at COUNTY site, using COUNTY computer hardware. COUNTY staff will conduct all System Acceptance Testing.
2. COUNTY shall be allowed a period of thirty (30) business days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. COUNTY shall immediately advise CONTRACTOR, in writing, of any material error, or perceived material error, discovered at any time during the testing period.
3. Upon delivery of written notification from COUNTY to CONTRACTOR that a material software system or database conversion error, or other problem, has occurred, CONTRACTOR shall have ten (10) business days to address and correct such material error so as to render the system operable. CONTRACTOR shall provide written notice to COUNTY that the material error has been corrected. During the time period between notification of any material error until to such time that CONTRACTOR advises COUNTY of correction of such material error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by CONTRACTOR that the previously noticed material errors have been corrected and once the corrections have been made available to the COUNTY.
4. CONTRACTOR shall provide written notice to COUNTY when the thirty (30) day System Acceptance test period has expired. Thereafter, COUNTY shall have five (5) business days to provide CONTRACTOR with written notice of any remaining material errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATER OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CONTRACTOR TO COUNTY THAT THE FINAL MATERIAL PROBLEMS IDENTIFIED BY COUNTY PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CONTRACTOR TO COUNTY INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED, WHICH NOTICE SHALL OCCUR NO EARLIER THAN FIVE (5) DAYS AFTER THE EXPIRATION OF THE THIRTY (30) DAY ACCEPTANCE TESTING PERIOD.
5. COUNTY may begin using the Software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of any building permits, inspections and/or fee collection from the general public. "Productive Use" shall include the receipt of any citizen complaint or incident record from the general public.
6. COUNTY may not begin the use of Software for productive use prior to completion of the System Acceptance test. If COUNTY begins using software for productive use prior to completion of the System Acceptance Test, then the system acceptance test will be deemed completed and satisfactory.

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 and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Andreas Huber

(Name)

107 Seventh Street, Garden City, NY 11530

(Address)

516 874 2258

(Telephone Number)

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

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor. If such a proceeding, action, or investigation has been commenced, describe below:

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

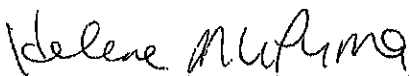
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4/11/11
Dated


Signature of Chief Executive Officer

Andreas Huber
Name of Chief Executive Officer

Sworn to before me this
11th day of April, 2011.


Notary Public

HELENE M. LIPUMA
Notary Public, State of New York
No. 41-4752975
Qualified in Nassau County 2013
Commission Expires September 30, 19

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: Locality Media, LLC

CONTRACTOR ADDRESS: 107 7th Street, Garden City, NY 11530

FEDERAL TAX ID #: 271876606-01

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

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

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

The Contract was entered into after a written request for proposals was issued on 10/08/2010. Potential proposers were made aware of the availability of the RFP by posting on the County Procurement website as well as on Listnet.org and LIFT.org. Four (4) proposers requested copies of the RFP. Proposals were due on 10/22/2010. Four (4) proposals were received and evaluated. The evaluation committee consisted of: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan and Norman Orenstein. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

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

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

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

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

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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



Department Head Signature

Date

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

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

b. **Staffing:** Bios of firm principals as well as staff expected to be assigned to this project.

Edward J. Stempinski
(Co-founder & CTO, Locality Media)

Edward J. Stempinski has more than 15 years of high-profile experience as a market-, technology- and operations-oriented executive bridging business and technology within the energy industry. Ed has been an inventor or key contributor to numerous commercially viable technology products and services solutions and has contributed to driving dramatic top-line growth for every organization he has worked for since 1996.

Stempinski is currently the CTO, co-founder and Chairman of the Board for Locality Media, committed to providing local governments and their agencies with advanced, easy-to-use technology solutions to help continually improve the transparency, efficiency, and ultimately the health, safety, and welfare of the communities they serve. Ed also serves in a directorial role for NirvanaSoft, providing strategy advice on Smart Grid market operations for energy and utility clients. Stempinski worked with NirvanaSoft from 2005 until the founding of Locality Media.

Upon joining NirvanaSoft in 2005, Ed served as Director of Client Services focusing on organizational scalability through the application of standardized project management processes and implementation methodologies to ensure repeatable and predictable performance. Between 2005 and Q3 2009, Ed was lead on four large scale client implementations, fulfilling varied roles: from sales, marketing, account and project management to coding, testing, documentation, benchmarking, scalability design and execution to production support. Three years after Ed's arrival, NirvanaSoft attained "leader in its solution category" status, earning Utilipoint's **"No. 1 Rated Complex Billing Solution for the Energy Industry"** award at CS Week in each of the last two years (2008 & 2009), outperforming two publicly traded, multi- billion dollar competitors: Oracle and Itron.

Previously, Stempinski served as a key contributor in "advanced development and market innovation" at Excelergy, a privately held, multinational software and services business for energy markets. In three of the four years that Ed worked for Excelergy, the company was "awarded a coveted spot in the Red Herring 100 list of companies likely to change the world with its innovative technology and leadership". While at Excelergy, Stempinski had the distinction of building the *prototypes* for the Italian government's energy exchange (GME: market operations & GRTN: transmission grid), as well as Excelergy's "Hedge Direct" solution for ENEL's (Italy) Grandi Cliente business. Ed played a role on the implementation teams for both Italian projects and rounded out his international energy market exposure at Excelergy with significant Dutch energy market work for two Netherlands-based regional/municipal utilities.

Earlier in his career, Stempinski worked in the Utilities Division at Systems & Computer Technology Corp. During his tenure, he was a direct report to the President, leading the company to the No. 1 market position in terms of utility Customer Information Systems (BANNER) sold and implemented, and growing customer care and billing segments from \$8 million in revenues, 12 client installations and 70 employees upon Ed's arrival in 1996 to \$124 million, 220 client installations in 6 different countries and 680 employees upon Ed's departure in 2001. To this day, the BANNER base remains one of the largest utility CIS installed footprints worldwide and is currently part of the ABB family of energy market solutions.

Additionally, Ed has been a featured speaker at Oracle's renowned Open World conference - presenting on the "Evolution of Electronic Business" at San Francisco's Moscone Center. Ed's

unique competence is in devising and successfully implementing large-scale, high-transaction-volume solutions aimed at bringing function to dysfunctional multi-market-participant eco-systems through standardization, interoperability and ROI-centric business process improvement.

Andreas Huber
(Co-founder & CEO, Locality Media)

Education

Garden City High School 1998

Georgetown University, McDonough School of Business 2002, BSBA

Career

Locality Media, LLC (2010 – present) – Co-Founder, CEO & President

- Strategically envision, functionally define, and technically build software solutions for smarter, safer communities

Canadian PGA Tour and eGolf Tour, 2008, 2009

- Competed and played as a professional golfer

Deutsche Bank Securities, Inc (New York, NY) 2002-2007, Associate

- Worked in structuring, sales, and trading of complex financial instruments

Andreas has been a resident of Garden City, NY for 30 years.

William T. (Bill Mahoney)
(Vice-Chairman, Locality Media)



Bill Mahoney brings over 35 years of technology management and applied systems innovation and leadership to the role of President and CEO of the SCRA.

Following early career experience at Honeywell and Digital Equipment Corporation in the 1970's, Bill executed a series of marketing and business development initiatives for different early-stage companies in the 1980's, all of which culminated in successfully delivering "first of a kind " applied systems in emerging markets. Among these were Electronic Publishing (for Xyvision, Inc), Automatic Remote Monitoring (for Metscan Corp.), Directory Assistance, and Collaborative Research (for Computer Consoles, Inc). The latter was deployed by CCI, of Rochester, NY, at the Naval Surface Weapons Research Laboratory in Dahlgren, VA, and later replicated at DOT and DOE.

While still based in Rochester in the early 90's, Bill became Marketing and Client Services executive for the education software systems division of Dun & Bradstreet. In this role, Bill was responsible for client satisfaction, implementation, and support services for nearly 1,100 colleges and universities worldwide. Among his clients were SUNY, the Pennsylvania State System, the Georgia Board of Regents, the Tennessee Board of Regents, both the University of California and Cal State Systems, both the Texas State and Community College Systems, the Utah Board of Higher Education and the S. C. Technical Education System.

During this tenure, he demonstrated his comprehension of how universities work, and often advised legislators and other decision-makers on policy initiatives for higher education. He remained in this role following acquisition of the D&B division by Systems and Computer Technology Corp (SCT) in 1993.

In 1995, Bill was promoted to President of SCT's Utility Systems division in Columbia, SC. Under five years of Bill's leadership, SCT Utility Systems produced the world's first large-scale, product-based Customer Information System for energy and utility markets, and then successfully deployed over 220 systems in North America, Europe Australia, and Asia. The division grew from \$8 million in revenues and a significant loss to over \$175 million and sustained profitability. When the business was acquired by Indus International in 2002, it retained the largest installed base of utility CIS systems worldwide.

Through SCT Utility Systems, Bill had the experience of being both a customer and a Board member of SCRA. SCT purchased the land for its 1995 and 1997-built facilities in the Carolina Research Park, and he served on the SCRA Board from 1998-2000. During this time, he also served on the boards of the Palmetto Health Alliance, Midlands Technical College, and the Palmetto Project. He now serves on the boards of: National Energy Marketers Association, Midlands Technical College Foundation, US Fuel Cell Council, and SC Hydrogen and Fuel Cell Alliance.

Since assuming leadership at SCRA in August 2005, Bill has helped the Company grow from \$74M in annual revenues to \$170M, with total annual backlog growth from about \$85M to \$405M. In the same timeframe, total value of contracts under SCRA management has grown from about \$235M to over \$1.3B and SCRA's corporate client base has doubled to over 200 companies.

In addition to financial results, Bill's leadership has positioned SCRA as an emerging global leader in targeted applied research and commercialization vertical markets for Federal and corporate clients. At the same time, SCRA's SC Launch program, designed to help knowledge economy startups form and land in SC, has helped nearly 230 entrepreneurial companies get established in SC, and the top 40 of those companies have now attracted over \$104M in private equity investment, since program inception in 2006.

To exemplify Bill's re-positioning impetus on SCRA: shortly after his arrival, Bill directed the Company to launch a new business area focused on alternative energy. In the fall of 2005 SCRA

joined a state-wide effort to facilitate the discovery, development and deployment of critical segments of the hydrogen economy within South Carolina. That effort has grown dramatically in five years, and through its memberships in the South Carolina Hydrogen and Fuel Cell Alliance and its program management of the University of South Carolina - Columbia Fuel Cell Collaborative, SCRA has developed solid partnerships with the state's leading hydrogen and fuel cell research institutions (Savannah River National Laboratory, Clemson University, University of South Carolina). SCRA's success in bringing over two decades of consortium management expertise to bear in facilitating solutions to the applied research and early commercialization challenges of the emerging hydrogen economy resulted in SCRA being recognized for innovation leadership by the Southern Growth Policies Conference in 2009.

Other recognition for SCRA during Bill's tenure includes: selection by the national State Science and Technology Institute (SSTI) of SC Launch as the top Technology-based economic development program in the US in 2008; selection in 2009 by the International Economic Development Council (IEDC) of SC Launch as a leading entrepreneurial program globally; recognition of SC Launch by Forbes Magazine as one of the Top 5 entrepreneurial support programs in the US in 2010; and selection of SCRA in total by the IEDC as a top global company in collaboration in 2010. During the same timeframe, SCRA affiliate ATI was cited by the US Navy as managing its two best-performing Manufacturing Technology Centers, and was chosen by The Wall Street Journal as one of the top 15 small workplaces in the US. On a personal basis, Bill was chosen in 2008 by TechJournal South as one of the 25 Most Influential Technology Leaders in the Southeastern US.

Through a unique combination of experience as a change agent, delivering new technology offerings to new markets, collaborating with colleges and universities, delivering growth and returns from a South Carolina-based business, and effectively interacting with the venture community, Bill serves both SCRA the State of SC well, as both strive to become more competitive in the knowledge-based economy.

Education

1975-1977 : University of Massachusetts
Amherst, Massachusetts
Non-degree MS/MBA programs
(Two year certificate program for faculty)

1973 : Harvard University
Cambridge, Massachusetts
BA, English Literature

Personal

Married, two children
Former Harvard Heavyweight Crew Co-Captain, member US National Rowing Team

- c. Detail prior experience in the area of collection and administration system design and implementation.

Edward Stempinski has a 15 year track record of strategically envisioning, functionally defining and technically building collection and administration systems for some of the biggest names in business. He has never missed a project delivery schedule and is a dependable partner.

d. Detail prior experience with public sector clients (similar size and scope).

Edward Stempinski has significant public sector experience having worked in the Utilities Division of Systems & Computer Technology Corp from 1996-2001, leading the company to the No. 1 market position in terms of utility Customer Information Systems (BANNER) sold and implemented, and growing customer care and billing segments from \$8 million in revenues, 12 client installations and 70 employees upon Ed's arrival in 1996 to \$124 million, 220 client installations in 6 different countries and 680 employees upon Ed's departure in 2001. To this day, BANNER remains one of the largest utility CIS installed footprints worldwide and is currently part of the ABB family of energy market solutions. A subset of the public sector clients include:

- City of Alexandria, LA
- City of Canton, OH
- City of Charlotte, NC
- City of Chicago, IL
- City of Columbia, SC
- City of Columbus, OH
- City of Duncanville TX
- City of Garland, TX
- City of Goldsboro, NC
- City of Kansas City MO
- City of Kinston, NC
- City of Lubbock, TX
- City of Mesa, AZ
- City of New Bern, NC
- City of Palo Alto, CA
- City of Provo, UT
- City of Raleigh, NC
- City of Regina, SK
- City of Riverside, CA
- City of Roseville, CA
- City of Seattle, WA
- City of Virginia Beach, VA

- City of Wichita, KS
- City of Wichita Falls, TX

- e. **Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.**

Enclosed

FAML4010 V4.2

LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

04/20/2011
11:25 AM

DOCUMENT CATEGORY : CF PERSONAL SERVICES CAPITAL CONTRACT
ENTERED BY : BROWN, PEGGY, 16627
DOCUMENT NUMBER :
INITIATING DEPT : IT
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VENDOR NUMBER / SUFFIX :
APPROVAL TYPE :
VENDOR NAME :
VENDOR ADDRESS :

COUNTRY :
ALPHA VENDOR :
BANK NUMBER :
DUE DATE :
TREAS NO :
DOCUMENT AMOUNT :
SINGLE CHECK :
NUMBER OF LINES :
CURRENCY CODE :
TRANSACTION CODE HASH :
RESPONSIBLE UNIT :
TERMS :
NOTEPAD (Y OR N) :
POSTING/EDIT ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CFIT11000003

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

04/20/2011
11:16 AM

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ENTERED BY : BROWN, PEGGY, 16627
DOCUMENT NUMBER : CFIT11000003 INITIATING DEPT : IT
INPUT PERIOD (MM YYYY) : 04 2011 APRIL
VENDOR NUMBER / SUFFIX : 271876606 01 APPROVAL TYPE : 01
VENDOR NAME : LOCALITY MEDIA LLC
VENDOR ADDRESS : 107 7TH STREET

GARDEN CITY NY 11530
COUNTRY : USA
ALPHA VENDOR : LOCALITY MEDIA LLC
BANK NUMBER :
DUE DATE :
DOCUMENT AMOUNT : 95,000.00
NUMBER OF LINES : 1
TRANSACTION CODE HASH :
TERMS :
TREAS NO : 27187660
SINGLE CHECK :
CURRENCY CODE :
RESPONSIBLE UNIT :
POSTING/EDIT ERRORS :
NOTEPAD (Y OR N) : N
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

LINK TO:

ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

11:16 AM

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TRANS CODE : 109 *changed to 103* ADD A SUFFIX TO A CONTRACT
DOCUMENT REF : ~~CFIT11000003-01~~ *removed*
TRANS DESC. : NC FIRE MARSHAL SYSTEM \$95,000 CAP 97103
TRANS AMOUNT : 95,000.00
INDEX : PWCAPCAP CAPITAL PROJECTS FUND
SUBJECT : 00002 DESIGN CONSULTANTS
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT : 97103 E-GOVT
PROJECT DETAIL : 000 E-GOVT
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP	F2-SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC		F9-LINK	F10-SAVE	

FAML4760 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT DISPLAY

04/20/2011
11:16 AM

DOCUMENT : CFIT11000003 INPUT PERIOD : 04 2011 AMT : 95,000.00

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PST/GST	DESCRIPTION						TRANS	AMOUNT	
01	109		CFIT11000003	01	PWCAPCAP	00002			N
			NC FIRE MARSHAL SYSTEM		\$95,000 CAP	97103		95,000.00	

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK

BIDDER LIST OF FIRE MARSHAL PERMITS SYSTEM VENDORS

Totals							
Evaluators: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan, Norman Orenstein (organizer)							
Proposed Solution (35%)		CRW	LynasLogic	Bowne	Locality Media	Best Score	
		82	89	110	121	144	
		66	56	107	126	144	
		50	48	55	112	144	
		98	83	133	129	144	
Totals:		296	276	405	488	576	
Score:		17.8	16.6	24.3	29.3	34.6	
Vendor Profile (10%)							
		10	9	13	12	15	
		10	5	13	11	15	
		2	1	2	3	15	
		12	7	14	12	15	
Totals:		34	22	42	38	60	
Score:		5.6	3.6	6.9	6.3	9.9	
Related Experience (20%)							
		4	4	6	5	6	
		4	2	6	5	6	
		3	4	4	4	6	
		4	2	6	4	6	
Totals:		15	12	22	18	24	
Score:		12.5	10.0	18.3	15.0	20.0	
Project Cost (35%)							
		2	1	1	3	3	
Score:		23	12	12	35	3	
Total Score:		59	42	61	85	99	

Nassau County Office of Information Technology
Ed Mangano - County Executive
Ed Eisenstein – Commissioner of *Information Technology*

REQUEST FOR PROPOSALS

Fire Marshal Administration System

RFP#: IT1007-1042

Issue Date: 10/8/10

Nassau County
Long Island, New York



TABLE OF CONTENTS

This RFP contains the following sections:

- A. Introduction
- B. Anticipated Proposal Schedule
- C. Scope of Services
- D. License or Contract Term
- E. Mandatory Proposal Response Requirements
- F. Proposal Submission Instructions
- G. Proposal Evaluation Criteria
- H. General Information
- I. General Conditions for Proposers
- J. Additional Demonstrative Materials
- K. Award of Contract

Appendices:

Appendix A – Cost Proposal

Appendix B – Program Description and Staffing

Appendix C – Business History Form

Appendix D – Principal Questionnaire Form

Appendix E – Standard Clauses for Nassau County Contracts

Exhibit EE – Equal Opportunities for Minorities and Women

Exhibit U – Local Law 19-2003

Request For Proposal (RFP)

A. Introduction

Nassau County, New York (the "County") is currently seeking proposals from qualified individuals and entities authorized to do business in the State of New York, to provide the replacement of the **Fire Marshal Administration System**. The purpose of the RFP is to provide Nassau County with proposals and recommendations for a software package to manage the Fire Marshal permits and inspection functions.

The County has recognized the importance of replacing the current outdated Nassau County Fire Marshal Administration System by making great strides in the use of current technology to streamline these government services. We must now collectively face the next challenge to work across agency and government branch boundaries to create truly seamless services centered on the end users of government services, the Fire Marshal businesses and citizens. In addition, we need to apply new technologies to make the Fire Marshal's business interactions more streamlined and efficient.

This Request for Proposal (RFP) is issued to invite vendors to submit proposals for a software package to manage the Fire Marshal permits and inspection process. The County is seeking a single system to consolidate the functions of permit processing, tracking, permit renewals, inspections and to improve the overall record management functions. We are looking for the services of an experienced software consultant to identify potential integrated applications and services. The preference is to use the current Fire Marshal Legacy System, upgrade and modernize it. This system uses a Sybase database and FoxPro. We will also accept solutions using either a commercial off-the-shelf (COTS) product as a base that will be enhanced and tailored to meet the County's needs or a full custom software development solution.

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

A.1 Nassau County Fire Marshal Background

A.1.1 Mission

The Nassau County Fire Marshal is dedicated to providing the best possible service to the citizens of Nassau County. The nine divisions within the Fire Marshal's office work both independently, and collaboratively to insure the public's safety both on a proactive and reactive basis. The Fire Marshal offers a wide breadth of services; from educating the public on fire safety issues, to reviewing plans on fire suppression systems, issuing fire permits and renewals, performing fire inspections, and responding to incidents involving hazardous materials.

A.1.2 Goals

- The Nassau County Fire Commission will continue to act as the primary liaison between the County government and the seventy-one volunteer fire departments located throughout Nassau County.
- To provide the necessary emergency response services to the citizens of the County.

- To provide the training and response services to support the volunteer fire departments and the citizens of Nassau County.

A.1.3 Objectives

- Per State law, the Office of the Fire Marshal will conduct annual fire inspections in various commercial and multi-dwelling residences throughout Nassau County.
- Review fire safety systems in new and existing construction plans. Witness system tests to ensure that all phases comply with the requirements of this office and other applicable fire safety codes.
- Investigate the origin and cause of fires when requested by the local fire departments or other agencies. In cases of suspected arson, investigations are conducted jointly with the Nassau County Police Arson/Bomb Squad to apprehend those individuals responsible for the crime.
- Respond to hazardous material incidents, mitigate those situations and render the location safe.
- Provide fire safety lectures to the citizens of the County through programs developed by this office.
- The Nassau County Fire Communications Center will provide emergency service dispatching for the various fire departments and ambulance corps located throughout the County.
- The Fire/Police Emergency Medical Service (EMS) Academy trains and educates fire, police and EMS providers within Nassau County. The Academy offers educational services by conducting various EMS training classes, which it also offers to the general public – the Academy charges the public a fee for these lessons.
- As mandated by local laws, the Fire Marshal will collect the appropriate fees for the services they provide to the public.

A.2 Divisions

The Fire Marshal's office is divided into areas of responsibility with respect to fire permit issuance, renewal or rejection. Inspections and/or re-inspections can be based on fire permits, fire permit applications, fire permit renewals, building plans and/or complaints. The majority of activities that involve permit applications, plan reviews, inspections, approvals and tests are revenue generating. The Inspectors are trained and certified as Hazardous Material Technicians, Emergency Medical Technicians, Confined Space Entry and Rescue Personnel, Building Code Enforcement Officers and are recognized as Peace Officers by New York State.

The divisions are: Permits, Industrial, Hazardous Materials, General, Institutional, Education & Special Facilities, and the Bureau of Fire and Rescue Services.

A.2.1 Fee Collection Overview

The current Fire Marshal Administration System supports the function of the Fire Marshal in the following areas:

- **Permits and Licenses** – issuance, renewal
- **Test and inspections** – scheduling, history tracking
- **Certificates of Fitness** – test records, issuance, renewal, written tests and practical exams
- **Miscellaneous Activity Records** - arson investigations, and night safety checks
- **Appearance Tickets** – Tracking issued violations

- **Architectural / Contractor Plans** – review, submission tracking
- **Tracking Fees on Account** by company and location
- **Tracking of Educational Programs** conducted by the Fire Marshal, including event information and participating staff
- **HR Issues** – OT, Training, Staff Certifications

The functionality being sought by this RFP is limited to Permits, Licenses, Inspections and Renewals:

- Applications
- Issuance
- Renewals
- Printing
- Licensing
- Certificates of Fitness
- Flammable/Combustible Liquid registration
- Site inspections
- Scheduling
- Report Writing
- Remote Access from the Field

B. Anticipated Proposal Schedule

Target Schedule

- | | |
|---------------------------|---|
| • October 8, 2010 | RFP Issued |
| • <u>October 15, 2010</u> | <u>Email Notification of Intent to Bid Due Date</u> |
| • <u>October 22, 2010</u> | <u>Proposal Due Date</u> |
| • <u>November 5, 2010</u> | <u>Proposal Selection</u> |

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

THE FOLLOWING SCOPE OF SERVICE SHOULD BE TREATED AS A GUIDELINE IN PREPARING A PROPOSAL RESPONSE IN APPENDIX B, AND MAY BE SUBJECT TO NEGOTIATIONS RESULTING IN A FINAL AGREEMENT. THE PROPOSER SHOULD PROVIDE A PROPOSAL IN APPENDIX B WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

C. Scope of Services

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this RFP.

Nassau County seeks the services of a software vendor to provide the over all design and to implement the **Fire Marshal Administration System**. This newly designed architecture and framework will facilitate the delivery, implementation and testing of the **Fire Marshal Administration System** and services. The delivered design must facilitate integration with existing legacy databases and agency systems, which may reside on a variety of computing platforms.

The intent of this project is to provide an up-to-date, interactive system to better provide services to current and potential residents and businesses in Nassau County. The 75 non-concurrent on-site users should be able to navigate throughout the system, linking to various departmental sites, with seamless integration. Capability to transact business with the County must be provided, including the ability to pay for and schedule services, fees, and/or penalties via cash, check, or credit and debit cards.

As part of this engagement, vendors shall:

- ♦ Consider the decentralized nature of the County's infrastructure, as described in Section C4 of this document, in recommending a governance approach that is workable and inclusive.
 - ♦ The governance approach must be able to facilitate the collection and payment of all fees under the Nassau County Fire Prevention Ordinance (available upon request).
- ♦ Determine the type of infrastructure that is needed to maintain an offsite centralized server configuration.
- ♦ Provide a Statement of Work (SOW).
- ♦ It is expected that the Statement of Work will be incorporated in a final agreement with the County.
- ♦ The Statement of Work should include:
 - ♦ A high-level project plan with timelines for the completion of each phase.
 - ♦ Identification of specific staff that will be involved in the project along with their level of expected contribution. Resumes should be attached for all project team members.
 - ♦ Training, post production support and maintenance for at least one year.

The vendor will provide for facilitated design sessions with the Project Team to determine and prioritize the function and enhancements as part of this project. Focus sessions with key users

will be conducted to determine the highest "value added" services that they would like to see within the Fire Marshal Administration System. Proposed Web design templates are to be developed, using the Nassau County Web Page standards.

C.1 Functionality

Mandatory functionality requirements for approximately 75 users must include but are not limited to:

Business Areas:

- Permits Issuance
 - Renewals
 - Printing
 - Renewal letters (self generating by month)
 - Physical Permits for premises display
 - Balance Due Letters
 - Photo Identification cards
 - Track picture by ID number for use on future permit/certificate renewals
 - Tracking physical mailing and care-of addresses
- Licensing – may include ID photos
 - Business
 - Individual
- Certificates of Fitness
 - Issuance
 - Tracking
 - Testing
 - Written
 - Practical
- Propane Truck Registration
 - Issuance
 - Renewals
- Inspections
 - Ability to have portable laptop or downloadable information for field work
 - Issue 'stop work' orders in field
 - Track by address
 - Track by 'components' at each address (such as)
 - Sprinkler system
 - Fire Alarm System
 - Automatic Extinguishing System
 - CATV
 - Hood And Duct
- Plan reviews – architecture
 - Tracking submission to approval including which plan reviewer has current possession
- Impending inspections
 - Supervisor or Inspector to schedule an appointment
 - Supervisor to select an inspector

- Inspection notification appointments to be sent electronically to the inspector's calendar and email and confirmed
- Field Tests
- Contact Information
- Connection to Database of Fire Code to issue violations
- Tracking violations issued against individuals and addresses
- Arson Investigation
 - Tracking Criminal Cases – *highly sensitive data*
- Training – time/grant/etc.
- Certification Requirement Tracking
- Staff Certifications & renewal
- Connection to HAZMAT Database
 - MSDS Information
 - Manufacturer Contact Information
 - Report writing with template, word processing ability
- Interface to additional information systems

System Functionality:

- Accounting & summary reports
- Collection/Past due payment/billing tracking –billing notices printing and administration
- Customize fee structure and accruals
- Fee on Account computation, tracking and balances
- Gap Analysis – Identifies Permits/Licenses, Plans, Tests, Inspections that are required but have not commenced
- Needs to be Web enabled to provide functionality to the public via County eGov website
- Geared towards easy data entry, easy system maintenance, easy system operation
 - The ability for the end user to self correct unintentional errors without supervisor assistance.
- Full remote access, to review records
 - Remote access to issue notices of violation and print in the field
 - Remote access to issue appearance tickets and parking tickets and print in the field.
- Should have robust reporting features and query within the application
- Workable disaster recovery options
- Ability to be upgraded via Release Upgrades and Service Packs

Key Fields to query by:

- Track locations by Section/Block/Lot
- By Individual/Business Name
- By address and cross streets
- Other fields to be determined by user

Interfaces:

- Nassau County Standards
- NCGIS (Nassau County Geographic Information System)
- NFIRS – NYS (National Fire Incident Reporting System)
- eGov interface

C.2 Optional Features – Additional optional features for Fire Marshal Administration that will compliment the mandatory requirements will be taken into consideration when reviewing the proposals. Price out each component.

- The ability for WEEKLY in person meetings to review the project status,
- The Fire Marshal should be fully involved in the creation of the system, and to test and approved the design and functionality of EACH part of the system as it is created.

C.3 Deliverables

Nassau County expects the selected vendor to deliver a best practices software solution that includes but is not limited to:

- C.3.1 A formal project plan including milestones
- C.3.2 Replaces the current Fire Marshal Administration System
- C.3.3 System that uses a non-proprietary / open sourced code
- C.3.4 Interfaces with the current County legacy systems
- C.3.5 Conversion of the historical databases
- C.3.6 Contains the core functionality listed in Section C.1
- C.3.7 Documentation of code and functionality of all work products
- C.3.8 Identification of vulnerabilities to data security
- C.3.8 Training of county staff in use, maintenance and administration procedures
- C.3.9 A minimum of one year of post production support

C.4 Installation Environment

C.4.1 Desktop or Laptop minimum:

- Dell GX P4, 1.8GHz
- 256 Mb RAM
- 40Gb HD
- Windows XP / 2000
- 10base T
- MS Office 2003
- Mozilla Firefox 3.6 & IE 6/7 or higher
- MS Outlook / Exchange

C.4.2 Servers

- IBM/Dell Blade HS20, 2.8 MHz
- Single or dual Xeon processors
- 40Gb RAID 1
- Windows 2003 Server – Acceptable
- Red Hat Linux Server – County Preferred
- 100base T

C.4.3 Communications

- Gigabit Ethernet between Cisco core switch and server
- Cisco / Alcatel environment

C.4.4 Network Overview

- Static and DHCP addressing
- Novell Netware
- MS Active Directory
- MS Exchange 2003 email
- 10MB minimum LAN speed

D. Contract Term

It is the intent to award a contract for a one year period with the option to renew for an additional one year period, for a possible total term of two years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract(s) will be at the sole discretion of the County.

E. Mandatory Proposal Response Requirements

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

The vendor responding to this RFP should be registered with the County Purchasing Department. Responder submissions cannot be reviewed until this registration is confirmed. Registrations can be completed by contacting the County of Nassau Office of Purchasing and Supply located at 240 Old Country Road, Room 304, Mineola, NY 11501, and telephone number (516) 571-4200 or (preferred) via the Internet at <https://eproc.nassaucountyny.gov/MainBidBoard>.

All Proposals must contain the following:

1. A Cost Proposal Form not attached but sealed separately and labeled Appendix A. A sample of this is at Appendix A.
2. Proposed approach to the Scope of Work attached as Appendix B, containing a complete written description of proposer's Proposal.
3. At least three (3) client references that are similar in size and complexity to this procurement and have utilized the proposed system or an analogous system in a comparable computing environment. Submit references for fully completed (live) installations using the reference forms contained herein (Appendix B-1). In confirming the references, the County will not coordinate reference checks with vendor representatives. Vendors proposing cannot participate in the reference calls. Let your client references know in advance that the County will be contacting them to schedule a brief interview.
4. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

5. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
6. A proposal must explicitly identify any exceptions to the terms and conditions of the RFP. Otherwise, submission of the proposal shall be deemed to indicate a proposer's acceptance of the terms and conditions. All exceptions shall be clearly and specifically identified and written explanation shall include the scope of the exceptions and the ramifications of the exceptions for the County. Proposers should bear in mind that the County will evaluate proposals in terms of how well they meet the County's terms, conditions and requirements.
7. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
8. Additional information that you believe pertinent to the County's requirements.
9. Statement proposer has registered with the County as a vendor.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

Each vendor must submit an original and seven (7) written copies of the proposal and a CD that contains the full proposal content.

The original and seven (7) copies of the proposal, together with all attachments and CD, must be submitted to the County in a sealed opaque envelope no later than 4:00 p.m. EST on the Proposal Due Date listed in the Anticipated Proposal Schedule.

No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

**Nassau County Department of Information Technology
240 Old Country Road
Mineola, New York 11501
Email: FM-RFP@nassaucountyny.gov**

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.

G. Contract Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. The selection committee will evaluate each proposal and use the following for scoring each submission:

Contract Requirements and Proposed Solution

35%

Overall responsiveness of the proposal;
Demonstration of a clear understanding of the requirements portion of the RFP;
Clear description of the scope of work needed to satisfy the defined RFP requirements, Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support, previous engagements of similar scope and quality, description of recommendations and alternative approaches that the County might use to improve its management process including rationale for the recommendations or alternative approaches.

Vendor Profile: Organization, Capacity, Staffing, Resumes

10%

Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section 1, Number 2, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.

Related Experience

20%

Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.

Cost of Overall Project

35%

Total cost to the County.

The County will consider any other relevant factors as determined by the selection committee.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers should indicate any information they feel is exempted from disclosure under FOIL. In the event that the

County determines that information is required by applicable law to be disclosed, the County will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of proposal.
10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations there under without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the

information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

I. General Conditions for Proposers

1. Proposer is bound by and shall comply with the terms of Exhibit U and Exhibit EE which are attached hereto and hereby made a part hereof.
2. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the County shall also have the right to terminate the agreement.
3. The Contractor shall assure and maintain that work under this contract shall be conducted in a manner that:
 - 4.1 will protect the environment; assure the safety and health of employees and the public
 - 4.2 safeguard classified information; and, protect special material.
 - 4.1 through its Management Systems, the products and services meet or exceed customer expectations, including using an integrated and effective Quality Assurance Program
 - 4.2 an earned-value management system that tracks progress and cost effectiveness of work activities
 - 4.3 integrated, resource-loaded plans and schedules to achieve program objectives and incorporate input from stakeholders
 - 4.4 sufficient technical depth to manage activities and projects throughout the life of the project
 - 4.5 appropriate technologies to reduce costs and improve performance
 - 4.6 a system of management and business internal controls to assure the safeguarding of government funds and assets
 - 4.7 facilities to accomplish assigned missions

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. Award of Contract

The County shall select a firm by means of a Notice of Intent to Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Intent to Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

L. Escrow of Software Code

The successful proposer will be required to place a copy of the source code of each software release in an escrow trust with a third party agent and enter into an escrow agreement with the County to provide access to the software source codes if the vendor defaults on terms of the escrow agreement. This agent shall release the software to Nassau County if and when the vendor applies for bankruptcy or no longer supports the system. The cost of the escrow service should be provided as part of the Cost Proposal.

K. Protest Policy

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

(continue to next page)

APPENDIX A

Cost Proposal

Proposed Cost Breakdown Sample Form

Software Costs

Item	Description	Price
Total Software Costs		

Hardware Costs

Item	Description	Price
Total Hardware Costs		

Installation and Configuration Costs

Item	Description	Cost
Total Installation Costs		

Maintenance and Upgrades

Item		
Total Maintenance and Upgrades Costs		

Training Costs

Service/Item	Description	Cost
Total Training Costs		

Vendor Staff Costs (If appropriate)

Item	Description	Cost
Total Vendor Costs		

**APPENDIX A
COST PROPOSAL**

Other Costs (Specify)

Item	Description	Cost
	Total Other Costs	
Grand Total of all Costs		\$

The Hardware and Software Costs list shall contain all items the Vendor is required to supply in order to meet the requirements of this RFP to support 75 concurrent users. This includes, at minimum, proposed runtime software licenses that may be separately priced and any third party software items required for the proposed solution. Under "item" the Vendor should provide the hardware or software item name and catalog number. A basic "description" of the product item shall be provided.

The installation and Configuration Costs list shall contain an all-inclusive maximum cost for installation and configuration services as specified in this RFP.

The Maintenance and Upgrades Costs list shall contain any and all costs related to maintenance and upgrades and specify any updates or enhancements the Vendor agrees to provide, and identify those support, maintenance and installation services that require additional compensation.

The Training Costs list shall contain a maximum cost for on-site and online training as specified in this RFP. "Service/ Item" should include training services and associated cost of training materials. Training services may be broken down by type of training but should be inclusive of all instructor related expenses including travel.

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY (Signature): _____

PRINT NAME: _____

DATE: _____

APPENDIX B
Program Description and Staffing

Please provide a complete written description of the Proposal, including the following information:

- a. Software solution
- b. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- c. Detail prior experience in the area of collection and administration system design and implementation.
- d. Detail prior experience with public sector clients (similar size and scope).
- e. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

Appendix B-1 - Reference Form

Provide at least three (3) references for the software that most closely reflect similar software implementations to Nassau County's scope which have been completed within the past three (3) years. These references should be sites at which the software has been **FULLY IMPLEMENTED** and is in production. Use the following format in submitting references.

GENERAL BACKGROUND

Name of Government or Agency: _____ Phone: _____

Address: _____

Government Project Manager: _____ / Title: _____

Service Dates: _____ Software Program/Version: _____

Summary of Project: _____

Operating Budget: _____ Number of Employees: _____

Number of Users: _____

PROJECT SCOPE [Please describe functionalities installed]:

TECHNOLOGY INFORMATION

Hardware Platform: _____

Database Platform: _____

Operating System: _____

Business History Form

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

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

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

Date: _____

1) Proposer's Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : _____

Does the business own or rent its facilities? _____

4) Federal I.D. Number or Social Security Number: _____

5) Dun and Bradstreet number: _____

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

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

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

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

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

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

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

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

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

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

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

17) Conflict of Interest:

a) Please disclose:

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

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

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

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

Attachments To Business History Form

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

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

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

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

- B. Indicate number of years in business.

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

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

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____



Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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

Sworn to before me this day of 2010

Name of submitting business: _____

Print name

Signature

Title

Date _____

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name _____
SSN _____
Date of birth ____/____/____
Home address _____
City/state/zip _____
Business address _____
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 ____/____/____
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 other type of contribution made in whole or in part between you and the business submitting the questionnaire?
NO ____ YES ____ If Yes, provide details.

APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ____ YES ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ____ YES ____ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
 - a. Been debarred by any government agency from entering into contracts with that agency? NO ____ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract 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.

APPENDIX D

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

APPENDIX D

CERTIFICATION

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

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

Sworn to before me this day of 2010.

Notary Public

Name of submitting business

Print name

Signature

Title

_____/_____/_____
Date

APPENDIX E

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

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

2. **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.

3. **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, and disclosure of information, 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 Exhibits EE and U attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

4. **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.

APPENDIX E

5. Indemnification; Defense; Cooperation.

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

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and 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 in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

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

APPENDIX E

6. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and 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, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability 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 or authorized to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. 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 County Attorney's Office of the same and deliver to the County Attorney's Office 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 any action, 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.

7. Assignment; Amendment; Waiver; Subcontracting.

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

APPENDIX E

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement (i) the Contractor shall remain responsible for the full performance of its obligations under this Agreement, and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Contractor.

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

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

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

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

8. 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

APPENDIX E

inspection by the County Comptroller, the County Attorney's Office, 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.

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

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

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

10. 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.

11. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(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) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

APPENDIX E

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

12. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars (\$_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

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

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

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

EXHIBIT EE

Contract 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 by such title 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, including the 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.

EXHIBIT EE

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the

EXHIBIT EE

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.

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, contractor, 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.

EXHIBIT EE

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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

EXHIBIT EE

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

EXHIBIT U

Contract Appendix U

Local Law No. 19 – 2003

A LOCAL LAW TO PROHIBIT THE USE OF COUNTY RESOURCES TO INTERFERE
WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY.

BE IT ENACTED by the Nassau County Legislature as follows:

The Miscellaneous Laws of Nassau County are amended by adding a new title to read as follows:

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A.) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:
 - 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
 - 2.) whether to become a member of any labor organization.
- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written license with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-license with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
- G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I.) "Human Services License" shall mean a County license, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
- J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- K.) "Labor Organization" shall mean an organization of any kind in which employees participate and

which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

- A.) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County

funds are not used to assist, promote or deter union organizing.

- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.
- B) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
- 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
 - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
 - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
 - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
 - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
 - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
 - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
 - d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
 - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the

least, a neutrality agreement.

§ 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

Section 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

BIDDER LIST OF FIRE MARSHAL PERMITS SYSTEM VENDORS

Totals									
Evaluators: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan, Norman Orenstein (organizer)									
Proposed Solution (35%)		CRW	LynasLogic	Bowne	Locality Media	Best Score			
		82	89	110	121	144			
		66	56	107	126	144			
		50	48	55	112	144			
		98	83	133	129	144			
Totals:		296	276	405	488	576			
Score:		17.8	16.6	24.3	29.3	34.6			
Vendor Profile (10%)									
		10	9	13	12	15			
		10	5	13	11	15			
		2	1	2	3	15			
		12	7	14	12	15			
Totals:		34	22	42	38	60			
Score:		5.6	3.6	8.9	6.3	9.9			
Related Experience (20%)									
		4	4	6	5	6			
		4	2	6	5	6			
		3	4	4	4	6			
		4	2	6	4	6			
Totals:		15	12	22	18	24			
Score:		12.5	10.0	18.3	15.0	20.0			
Project Cost (35%)									
		2	1	1	3	3			
Score:		23	12	12	35	3			
Total Score:		59	42	61	85	99			

BIDDER LIST OF FIRE MARSHAL PERMITS SYSTEM VENDORS

Scoring Instructions: For each RFP received, place a number 1-4				
3 - Excellent				
2 - Good				
1 - Poor				
0 - Does not apply				
	CRW	LynasLogic	Bowme	Locality Media
Proposed Solution (35%)				
Meet Bid Requirements				
High Quality Bid Document				
Overview of solution proposal				
Demonstrate process in real-time with server				
Demonstrate process with re-connection				
Friendly and robust screens				
Field tablet capable				
Handheld - PDA				
Demonstrate process of Permits				
Demonstrate process of Renewals				
Demonstrate process of Printing				
Demonstrate process of Licensing				
Demonstrate process of Certificates of Fitness				
Demonstrate process of Propane Tanker Registration				
Demonstrate process of Inspections				
Summary Reports				
Past due tracking				
Customize fee structure				
Fee on account computation				
Gap Analysis				
Web Enabled				
Easy data entry				
Robust reporting features (ad hoc and standard)				
How are reports edited by multiple staff (version control)?				
Download to a Word document				
Demonstrate attaching documents, photos, records.				
Disaster recovery options				
Ability to be upgraded				
Tracking by Section/Lot/Block				
Tracking by Name				
Tracking by address & cross street				
Track key milestones dates				
Hazardous Materials				
Training Users				
Training Support Staff				
DB Conversion				
Demonstrate approval process				

Evaluators: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan, Norman Orenstein (organizer)

Contract ID #: ~~CF111000003~~
CITY11000003



Department: IT / Fire Marshal

CF (Capital)

CF E-50-12

Contract Details

SERVICE Fire Marshal Fee Collect. System

NIFS ID #: ~~CF111000003~~

NIFS Entry Date: 12/13/11

Term: from 7/13/2011 to 1/13/2013

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment #1 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Loonfly Media, LLC	Vendor ID# 271876606-01
Address 107 7 th Street Garden City, NY 11530	Contact Person Andreas Huber
	Phone (516) 874-2258

County Department	
Department Contact Ed Eisenstein	****Please return final, completed contract to Peggy Brown
Address 240 Old Country Road Mineola, NY 11501	
Phone (516) 571-4265	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>		<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	1/3/12	<i>[Signature]</i>	
1/14/12	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	1/11/2012	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res.
1/13/12	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/13/12	<i>[Signature]</i>	
1/20/12	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/23/12	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1/23/12	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/23/12	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	1/28/12	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	2/16/12	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	1/27/12	<i>[Signature]</i>	



Contract Summary

Description: Additional work to be performed by Locality Media as part of the Fire Marshal's Fee Collection System replacement.
Purpose: The County has recognized the importance of replacing the current outdated Nassau County Fire Marshal Administration System by making great strides in the use of current technology to streamline these government services. The intent of this project is to provide an up-to-date, interactive system to better provide services to current and potential residents and businesses in Nassau County. The 75 non-concurrent on-site users should be able to navigate throughout the system, linking to various departmental sites, with seamless integration. Capability to transact business with the County must be provided, including the ability to pay for and schedule services, fees, and/or penalties via cash, check, or credit and debit cards. This additional work will eliminate a myriad of operational inefficiencies that the Nassau County Fire Marshals have identified through the execution of their Fee Collection System replacement.
Method of Procurement: RFP – open competitive bid.
Procurement History: The Contract was entered into after a written request for proposals was issued on 10/08/2010. Potential proposers were made aware of the availability of the RFP by posting on the County Procurement website as well as on Listnet.org and LIFT.org. Four (4) proposers requested copies of the RFP. Proposals were due on 10/22/2010. Four (4) proposals were received and evaluated. The evaluation committee consisted of: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan and Norman Orenstein. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.
Description of General Provisions: The contractor shall provide the following to the County (detailed in Exhibit A2-Statement of Work): <ul style="list-style-type: none"> Collection and analysis of all paper-based forms. Conversion of all paper-based forms to paperless. Integrate the automation processes of all paperless forms. Online permit processing and payment.
Impact on Funding / Price Analysis: Price for additional work for the Fire Marshal Fee Collection System replacement is \$155,250.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PW
Control:	CAP
Resp:	97103
Object:	00002
Transaction:	000

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$155,250.00
Other	\$
TOTAL	\$155,250.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/97103/000	\$155,250.00
2		\$
3		\$
4		\$
5	SECTION	\$
6		\$
	TOTAL	\$155,250.00

Document Prepared By: _____

Date: _____

NYS Certification I certify that this document was accepted into NYS.	Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	County Executive Approval Name: _____ Date: <u>1/27/12</u> (For Office Use Only)
Name: _____ Date: <u>2/15/12</u>	Name: _____ Date: <u>2/16/12</u>	E #: _____

E-50-12
RULES RESOLUTION NO. 49 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND LOCALITY MEDIA, LLC

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 2/6/12

VOTING:

ayes 7 nays 0 abstained 0 recused 0

Legislators present: 7

WHEREAS, the County of Nassau, has negotiated an amendment to a personal services agreement with Locality Media, LLC in relation to installation and implementation of a new software system for the Fire Marshall, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Locality Media, LLC

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Locality Media, LLC

CONTRACTOR ADDRESS: 107 7th Street, Garden City, NY 11530

FEDERAL TAX ID #: 271876606-01

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

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

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

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

III. [X] This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on July 13, 2011. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on 10/08/2010. Potential proposers were made aware of the availability of the RFP by posting on the County Procurement website as well as on Listnet.org and LIFT.org. Four (4) proposers requested copies of the RFP. Proposals were due on 10/22/2010. Four (4) proposals were received and evaluated. The evaluation committee consisted of: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan and Norman Orenstein. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

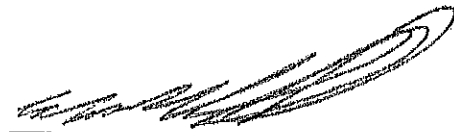
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

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

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



Department Head Signature

Date

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

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

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Andreas Huber

Co-founder, CEO & President

[\[More\]](#)

Edward J. Stempinski

Co-founder, Chairman of the Board & CTO

[\[More\]](#)

William T. Mahoney

Vice-Chairman & Senior Advisor

[\[More\]](#)

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N.A. Protecting for Business

LOCALITY MEDIA LLC

12/13/2011

PAY
TO THE
ORDER OF

Nassau County

\$ **533.00

Five Hundred Thirty-Three and 00/100 ***** DOLLARS

Nassau County

MEMO

administrative fee



AUTHORIZED SIGNATURE

⑈001087⑈ ⑆021202337⑆

806809000⑈

Security features. Details on back. 

AMENDMENT # 1

THIS AMENDMENT, dated as of December 21, 2011 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Locality Media, LLC, a New York corporation, having its principal office at 107 7th Street, Garden City, New York 11530 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CFIT11000003 between the County and the Contractor, executed on the behalf of the County on July 13, 2011 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the Fire Marshal Administration System, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from July 13, 2011 until approximately January 13, 2013 with an option to renew the contract for maintenance and support services on an annual basis for five (5) additional years. (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services under the Original Agreement, as full compensation for the Services, was Ninety Five Thousand and 00/100 Dollars (\$95,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Agreement to increase the Maximum Amount and amend the Services; and

WHEREAS, the services contemplated by this Agreement are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

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


1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Fifty Five Thousand Two Hundred Fifty and 00/100 Dollars (\$155,250.00), so that the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under this Amended Agreement ("Amended Agreement") shall not exceed Two Hundred Fifty Thousand Two Hundred Fifty and 00/100 Dollars (\$250,250.00) (the "Amended Maximum Amount"). In the event this Agreement is extended for one or more additional twelve (12) month periods for Maintenance as described in Paragraph 2 of the Original Agreement, the Contractor shall be paid Thirty One Thousand Fifty and 00/100 Dollars (\$31,050.00).
2. Services. The Services to be provided by the Contractor under the Original Agreement shall be amended to include those services described in, and performed in accordance with, the Statement of Work ("SOW") attached hereto as Exhibit "A2". Such services

shall also include annual maintenance and technical support costs for the attached SOW as defined in Exhibit "A2".

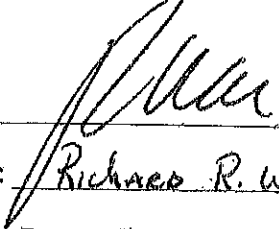
3. Payment Terms. The additional funding paid by the County to the Contractor under this Amended Agreement shall be payable in accordance with the fees set forth in the Statement of Work ("SOW") in Exhibit "A2". ~~These fees include annual maintenance~~ and technical support costs for the attached Statement of Work ("SOW") and are payable on an annual basis upon completion of the services defined in the Statement of Work in Exhibit "A2".
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

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

LOCALITY MEDIA, LLC

By: 
Name: Andreas Huber
Title: CEO
Date: 12/21/11

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: Deputy County Executive
Date: 4/17/12

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 21st day of December in the year 2011 before me personally came
Andreas Huber to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Nassau; that he or she is the
CEO of Locality Media LLC, the corporation described
herein and which executed the above instrument; and that he or she signed his or her name thereto
by authority of the board of directors of said corporation.

NOTARY PUBLIC

Helene M. Lipuma
HELENE M. LIPUMA
Notary Public, State of New York
No. 41-4752976
Qualified in Nassau County 2013
Commission Expires September 30, 2013

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 17 day of April in the year 2012 before me personally came
Richard R. Walker to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of NASSAU; that he or she is a Deputy
County Executive of the County of Nassau, the municipal corporation described herein and which
executed the above instrument; and that he or she signed his or her name thereto pursuant to
Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Doreen R. Pennica

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

EXHIBIT A2

This Statement of Work does not replace the original contract's Statement of Work but is a supplement for additional work to be performed by Locality Media as part of the Nassau County Fire Marshal's "Fee Collection System" replacement project.

Activity Overview: The purpose of this activity is to eliminate a myriad of operational inefficiencies that the Nassau County Fire Marshals have identified through the execution of their "Fee Collection System" replacement project with Locality Media. Delivering the proposed solution to these identified issues will immediately result in significant cost reductions, cost avoidances and non-grant, non-tax revenues increases. Quantifying the specific return on investment resulting from these cost reductions, cost avoidances, margin improvements and revenue increases will be documented through this activity. While results will be immediately realized upon initial deployment of the proposed solution, its effects will be compounding in nature, and are estimated to total in the 7 figure range within the first 12 months of deployment alone. The activity will consist of further streamlining the process associated with the Nassau County Fire Marshal's existing "paper-forms based actions" through a total conversion to paperless smart form equivalents where applicable. This will entail collecting, analyzing, and digitizing the data intake of more than 65 currently paper-based forms, automating the creation of each form's immediate "next-actions" to achieve "straight through process" efficiencies, and exposing a subset of these forms through online payment modules to enable vendors and residents to self-administer payment. Some of the benefits to the County will include but are not limited to:

1. Significant internal human capital cost avoidances achieved through the elimination of the manual data entry of tens of thousands of forms processed yearly
2. Significant internal human capital cost avoidances achieved through the elimination of the manual data reentry of tens of thousands of forms processed yearly
3. Substantial data accuracy improvements achieved through the elimination of human error and data-discrepancies introduced as a result of the current manual data entry and reentry of tens of thousands of forms processed yearly
4. Substantial reductions in the cost of human capital associated with fixing errors introduced into the system as a result of the current manual data entry and reentry of tens of thousands of forms processed yearly
5. Substantial increases in revenue by enabling the Fire Marshals to spend more time in the field doing tests and inspections as opposed to being at their desk working on the system. Currently Fire Marshals are spending 50% of their time in "the system"

due to the aforementioned inefficiencies. The alleviation of this "anchor" will result in a boost to employee morale having freed them from the onerous time consuming daily administrative work that kept them away from executing against their core job responsibilities.

6. Significant reduction in total lifecycle processing time for each activity reduces revenue leakage and ensures the recapture of previously lost revenue.

7. More efficient and convenient payment options lead to more timely and complete payment capture.

TASK	DESCRIPTION	HOURS	RATE	FILE
1	Collection and Analysis of all "Paper-Based Forms" (2.5 hour per)	175	\$150	\$26,250
	<p>The goal of this task is to collect and analyze all current Nassau County Fire Marshal paper-based forms. By carefully analyzing all paper-based forms of all types (from registrations to tests and inspections to permits and licenses to "forthwiths"), both the Nassau County Fire Marshals and Locality Media will develop a more detailed understanding of the straight through process automation applicable to each. Specific tasks will include:</p> <ul style="list-style-type: none"> • Collect all current Nassau County Fire Marshal forms – estimated to be no fewer than 65 and no more than 75 forms • Catalogue all Forms and Present Inventory List to Fire Marshals • Review and translate existing paper-based form data elements • Standardize non-standard data elements for consistency and move-forward maintainability • Present standardization recommendations to Fire Marshals • Execute Statistical Analysis • Review and Present Findings to Fire Marshals 			
2	Conversion of all "Paper-Based Forms" to "Paperless" (4 hours per)	280	\$150	\$42,000
	<p>The goal of this task is convert all the paper-based forms to their digital paperless equivalents. Creating standard templates for consistency in user-interface and then doing a field by field conversion of all data elements. Testing entry and dynamically populated components. Regression tests and</p>			

	unit tests. Specific tasks will include:			
	<ul style="list-style-type: none"> • Creation of Standardized templates for data element consistency and move-forward maintainability • Mapping of all current Nassau County Fire Marshal forms – estimated to be no fewer than 65 and no more than 75 forms • Conversion of all current Nassau County Fire Marshal forms – estimated to be no fewer than 65 and no more than 75 forms • Migration of all current Nassau County Fire Marshal forms – estimated to be no fewer than 65 and no more than 75 forms • Unit Testing for all current Nassau County Fire Marshal forms – estimated to be no fewer than 65 and no more than 75 forms 			
3	Integrate the "automation processes" of all "Paper-less Forms" (6 hours per) and standardize/correct dependent control table data	420	\$150	\$63,000
	<p>The goal of this task is to integrate the "automation processes" associated with the digitized "paper-less forms". Examples would include a single permit form that would need to inactivate other permits and spawn next actions such as plan reviews, tests and inspections and permits and licenses. This process ensures that the entering of a particular paperless form automates the appropriate next actions specific to each. It includes business process automation activity as well as historical data standardization, normalization and correction activities. The latter is due to historical system limitations that introduced troublesome workarounds that impact the ability to initiate automated procedures when historical information was entered inaccurately and/or in a nonstandard manner. Some of these data related activities that must be corrected in order to accurately optimize straight through business process automation include "Fee Codes", "Tank Status Hierarchy Matrix", "Location Name changes" and duplication of locations and associated ID mismatches. The Nassau County Fire Marshals have also been significantly impacted over the history of their legacy system lifecycle with "Location IDs". They are currently at 8 figure location IDs but less than 151,000 locations. This task will include maintaining the legacy location ID as a cross-reference, but then resetting ALL location IDs to be unique incremental IDs from 1 through current. This will require extensive ID synchronization; cross-</p>			

	referencing and testing across all tables that store location ID.				
4	Online Permit Processing and Payment	160	\$150	\$24,000	
	The goal of this task is to enable the Nassau County Fire Marshals to select particular paper-less-forms and processes that they wish to enable Nassau County residents or vendors to self-administer online including payment processing.				
	TOTAL COST (excluding maintenance)	895	\$150	\$155,250	

- Annual Maintenance and Support Payment Terms: A cost of \$31,050 shall be payable upon completion of the Scope of Work contained herein for a term of 1 year.
- Annual Maintenance and Technical Support service levels will be as defined in the Contract.

Annual Maintenance and Technical Support Cost		
Percentage of Project Cost	Contract Term	Cost Per Year
20%	1 Year	\$31,050.00

Contract ID#: CFIT1000003



Department: IT / Fire Marshal

CF (Capital) Contract Details

CF E-150-13

SERVICE Fire Marshal Fee Collect. System

NIFS ID #: CLIT13000011

NIFS Entry Date: 06/20/13

Term: from 07/13/2011 to 10/15/2015

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment #2 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Locality Media, LLC	Vendor ID# 271876606-01
Address 107 7 th Street Garden City, NY 11530	Contact Person Andrea Huber
	Phone (516) 874-2258

County Department	
Department Contact Ed Eisenstein	****Please return final, completed contract to Peggy Brown
Address 240 Old Country Road Mineola, NY 11501	
Phone (516) 571-4265	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>		<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	6/24/13	<i>[Signature]</i>	
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	6/25/13	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
6/26/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	6/27/13	<i>[Signature]</i>	
6/26/13	County Attorney	CA Approval as to form <input type="checkbox"/>	6/27/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	7/8/13	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	7/30/13	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	8/14/13	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	7/9/13	<i>[Signature]</i>	



Contract Summary

Description:

Additional work to be performed by Locality Media as part of the Fire Marshal's Fee Collection System replacement. This additional work is for Phase III upgrades and enhancements.

Purpose:

The County has recognized the importance of replacing the current outdated Nassau County Fire Marshal Administration System by making great strides in the use of current technology to streamline these government services. The intent of this project is to provide an up-to-date, interactive system to better provide services to current and potential residents and businesses in Nassau County. The on-site users should be able to navigate throughout the system, linking to various departmental sites, with seamless integration. Capability to transact business with the County must be provided, including the ability to pay for and schedule services, fees, and/or penalties via cash, check, or credit and debit cards. This additional Phase III work will eliminate a myriad of operational inefficiencies that the Nassau County Fire Marshals have identified through the execution of their Fee Collection System replacement. These upgrades and enhancements to the system will immediately result in cost reductions, cost avoidances and non-grant, non-tax revenue increases.

Method of Procurement:

RFP – open competitive bid.

Procurement History:

The Contract was entered into after a written request for proposals was issued on 10/08/2010. Potential proposers were made aware of the availability of the RFP by posting on the County Procurement website as well as on Listnet.org and LIFT.org. Four (4) proposers requested copies of the RFP. Proposals were due on 10/22/2010. Four (4) proposals were received and evaluated. The evaluation committee consisted of: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan and Norman Orenstein. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

Description of General Provisions:

The contractor shall provide the following to the County (detailed in Exhibit A2-Statement of Work):

- Fire card submission and tracking.
- Workforce management.
- Reports for investigations and hazardous materials.
- Additional work consisting of historical backlog resolution, rough out permits booked to a vendor not a location, daily reconciliation report modifications, renewal cards and Assessor record links for unknown locations.

Impact on Funding / Price Analysis:

Price for additional Phase III work for the Fire Marshal Fee Collection System replacement is \$173,400.

Change in Contract from Prior Procurement:

N/A

Recommendation:

Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PW
Control:	CAP
Resp:	97103
Object:	00002
Transaction:	000

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$173,400.00
Other	\$
TOTAL	\$173,400.00

LINE	INDEX/OBJECT CODE	AMOUNT
4	PWCAPCAP/97103/000	\$173,400.00
2		\$
3		\$
5		\$
6		\$
TOTAL		\$173,400.00

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: _____ Date: 7/9/13
Name: _____ Date: 8/14/13	Name: <u>Stan J. Salvo</u> Date: 8/14/13	(For Office Use Only) E #:

E-150-13

RULES RESOLUTION NO. 276 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND LOCALITY MEDIA, LLC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-29-13
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Locality Media, LLC ("Locality") in relation to the
installation, implementation, and maintenance of a new software system for
the Fire Marshall, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

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

RULES RESOLUTION NO. – 2013

* A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND LOCALITY MEDIA, LLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Locality Media, LLC (“Locality”) in relation to the installation, implementation, and maintenance of a new software system for the Fire Marshall, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

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: Locality Media, LLC

CONTRACTOR ADDRESS: 107 7th Street, Garden City, NY 11530

FEDERAL TAX ID #: 271876606-01

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

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

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

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

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

III. [X] This is an amendment of an existing contract.

The contract was originally executed by Nassau County on July 13, 2011. This is an amendment within the scope of the contract. The original contract was entered into after a written request for proposals was issued on 10/08/2010. Potential proposers were made aware of the availability of the RFP by posting on the County Procurement website as well as on Listnet.org and LIFT.org. Four (4) proposers requested copies of the RFP. Proposals were due on 10/22/2010. Four (4) proposals were received and evaluated. The evaluation committee consisted of: Rich Magee, John Priest, Ed Eisenstein, Ed Keenan, Kathy Dolan and Norman Orenstein. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

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



Department Head Signature

Date

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

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

AMENDMENT # 2

THIS AMENDMENT, dated as of June 20, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Locality Media, LLC, a New York corporation, having its principal office at 107 7th Street, Garden City, New York 11530 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CFIT11000003 between the County and the Contractor, executed on the behalf of the County on July 13, 2011, and subsequently amended on April 17, 2012 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the Fire Marshal Administration System, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement began on the Commencement Date and will terminate twelve (12) months after the completion of system acceptance testing and the Go-Live activities described in Exhibit D of the Original Agreement (the "Original Termination Date"), with options to renew the contract at the County's sole discretion for maintenance and support services for five (5) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services under the Original Agreement, as amended and inclusive of the optional maintenance and support services for the County's five (5) discretionary one (1) year renewal periods (the "Maintenance Period" or collectively "Maintenance Periods"), was Two Hundred and Fifty Thousand Two Hundred and Fifty Dollars (\$250,250.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Agreement to extend the Term, increase the Maximum Amount and amend the Services; and

WHEREAS, the services contemplated by this Agreement are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

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

1. Term Extension. The Original Agreement shall be extended for a two (2) year period from the Original Termination Date but in no event shall terminate later than October 15, 2015, unless sooner terminated as provided for in the Original Agreement (the "Amended Termination Date"). Notwithstanding the foregoing, the County may renew the Original Agreement beyond the Amended Termination Date under the same terms and conditions on an annual basis for any of the five (5) optional Maintenance Periods at the County's sole discretion.

2. Maximum Amount. (a) The Maximum Amount in the Original Agreement, inclusive of all Maintenance Periods, shall be increased by Five Hundred and Ninety Seven Thousand, Fifty Dollars (\$597,050.00), so that the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under this Amended Agreement ("Amended Agreement") shall not exceed Eight Hundred and Forty-Seven Thousand Three Hundred Dollars (\$847,300.00) (the "Amended Maximum Amount"). In the event this Agreement is not extended for any Maintenance Period, the Maximum Amount will be capped at Four Hundred and Twenty-Three Thousand Six Hundred and Fifty Dollars (\$423,650.00). In the event this Agreement is extended for any Maintenance Period, the Contractor shall be paid Eighty-Four Thousand, Seven Hundred and Thirty Dollars (\$84,730.00) per Maintenance Period. An itemization of the fees associated with the Maintenance Period is listed below in paragraph 4a.

(b) In the event this Agreement is extended for any Maintenance Period, the encumbrances against the maximum amount will be as follows:

Annual Maintenance Cost	Year 1 Encumbrance	Year 2 Encumbrance	Year 3 Encumbrance	Year 4 Encumbrance	Year 5 Encumbrance
\$84,730.00	\$508,380.00	\$593,110.00	\$677,840.00	\$762,570.00	\$847,300.00

- (c) Encumbrance. The Contractor understands that only One Hundred and Seventy Three Thousand Four Hundred Dollars (\$173,400.00) is encumbered at this time under this Amendment for Services so that the total encumbrance against the Maximum Amount shall be Four Hundred Twenty-Three Thousand Six Hundred Fifty Dollars (\$423,650.00) (the "Amended Encumbered Amount"). The Contractor shall not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Original Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this agreement.
3. Services. The Services to be provided by the Contractor under the Original Agreement shall be amended to include those services described in, and performed in accordance with, the Statement of Work ("SOW") attached hereto as Exhibit "A2". Such services shall also include annual maintenance and technical support costs for the attached SOW as defined in the fee schedule below for Phase III. In the event of a conflict between this Amendment and the SOW, this Amendment shall control.
4. Payment Terms. The additional funding paid by the County to the Contractor under this Amended Agreement shall be payable in accordance with the fee schedules below. These fees include annual maintenance and technical support costs for the services described in the SOW and are payable on an annual basis upon completion of the services as defined by the SOW. Maintenance and Support details for Phase I – Phase III are listed below for clarification.

(c) Schedule of Maintenance, and Service Fees. The Maintenance Fees and Service Fees are itemized as follows:

- (i) Maintenance and Support Fees. Maintenance and support fees will be paid as follows:

Contract Phase	Due Date	Amount	Cost Details
Phase I	No fee charged for 12 months following go-live. First maintenance payment to be made 10/15/2013 and annually thereafter.	\$19,000.00	
Phase II	First maintenance payment shall be paid retroactively from October 15, 2012 on an annual basis.	\$31,050.00	(20% of project cost)
Phase III	Upon completion of the scope of work for Phase III (this amendment) and annually thereafter.	\$34,680.00	(20% of project cost)
Total Annual Maintenance & Technical Support		\$84,730.00	

(a) Go-Live (completion of the scope of work) for Phase I & Phase II was 10/15/2012.

(ii) Service Fees. Service fees will be paid as follows:

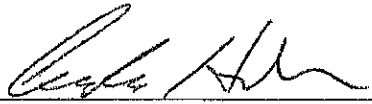
Task	Description	Hours	Rate	Fee
1	Fire Card Submission & Tracking	198	\$150	\$ 29,700.00
2	Workforce Management	418	\$150	\$ 62,700.00
3	Reports for Investigations and Hazardous Materials	320	\$150	\$ 43,200.00
4	Additional Work	220	\$150	\$ 33,000.00
Total Cost (Excluding Maintenance)		1156	\$150	\$173,400.00

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LOCALITY MEDIA, LLC

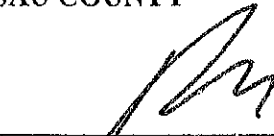
By: 

Name: Andreas Huber

Title: President & CEO

Date: 6/20/13

NASSAU COUNTY

By: 

Name: Richard R. Walker

Chief Title: Deputy County Executive

Date: 8/26/13

PLEASE EXECUTE IN BLUE INK

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

On the 20th day of June in the year 2013 before me personally came
Andreas Huber to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Nassau; that he or she is the
Pres & CEO of Locality Media LLC, the corporation described
herein and which executed the above instrument; and that he or she signed his or her name thereto
by authority of the board of directors of said corporation.

NOTARY PUBLIC

Helene M. Lipuma
HELENE M. LIPUMA
Notary Public, State of New York
No. 41-4752975
Qualified in Nassau County 2013
Commission Expires September 30, 19

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

On the 30 day of August in the year 2013 before me personally came
Richard R. Walker to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Nassau; that he or she is a Deputy
County Executive of the County of Nassau, the municipal corporation described herein and which
executed the above instrument; and that he or she signed his or her name thereto pursuant to
Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A. PIETRUGGI
Notary Public, State of New York
No. 01PES259029
Qualified in Nassau County 16
Commission Expires April 02, 20



EXHIBIT A2

This Statement of Work does not replace the original contract's Statement of Work but is a supplement for additional work to be performed by Locality Media as part of the Nassau County Fire Marshal's "Fee Collection System" replacement project.

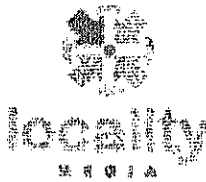
The purpose of this activity is to eliminate a myriad of operational inefficiencies that the Nassau County Fire Marshals have identified through the execution of their "Fee Collection System" replacement project with Locality Media. Delivering the proposed solution to these identified issues will immediately result in significant:

- cost reductions
- cost avoidances
- non-grant, non-tax revenues increases.

TASK	DESCRIPTION
1	FIRE CARD SUBMISSION & TRACKING
	<ul style="list-style-type: none">• <u>Process Review:</u> The project team will conduct a series of sessions with the designated Fire Marshal personnel to review and document current processes, requirements, and concerns:<ul style="list-style-type: none">○ Analyze existing NC Fire Marshal Fire Card data residing in various online and offline data sources.○ Receive Historical Data and Files○ Review and translate Legacy Data Model(s)○ Execute Statistical Analysis on Legacy Data○ Review and Present Findings to NCFM○ Map Legacy Data Sources to NCFM Platform○ Conversion of Legacy Data as required○ Migration of Legacy Data to NCFM Platform○ Normalization/Standardization & Scrubbing○ Straight-through-process-automation and Data Consolidation• An "on-line" environment will be configured for each of the 71 Fire Department of Nassau County enabling them to enter information pertaining to the occurrences of false activation of automatic fire alarms by commercial and residential properties within their service territories. Tightly integrating Fire Card submissions, collaboration and reporting into the Nassau County Fire Marshal platform, will enable the Nassau County Fire Marshals to track,



	<p>by location, the number of false activations and take both preventative as well as enforcement actions where necessary. This will help to protect the safety of emergency responders throughout Nassau County by preventing needless responses. It will also lead to the re-capturing of non-tax, non-grant revenue as a result of receiving the penalty fees for these false alarm activations.</p> <ul style="list-style-type: none"> • Configure and Test all new and existing user profiles within the new application components. • Training & Documentation (40 hours) - The Locality Media team will provide onsite training for County personnel. Training will be provided in all aspects of the system as implemented and will be provided at a Nassau County location. Following completion of the training program and implementation of the system, consultant personnel will be available on an as needed basis to provide end-user support, respond to questions that may arise and provide additional assistance as required and requested regarding the platform configurations.
2	<p>WORKFORCE MANAGEMENT</p> <ul style="list-style-type: none"> • <u>Process Review:</u> The project team will conduct a series of sessions with the designated Fire Marshal personnel to review the findings from the previous task and document current processes, requirements, and concerns: <ul style="list-style-type: none"> • Analyze existing NC Fire Marshal Workforce Management related information currently residing in time tracker, email notification and scheduling processes in both online and offline data sources. • Receive Historical Data and Files • Review and translate Legacy Data Model(s) • Execute Statistical Analysis on Legacy Data • Review and Present Findings to NCFM • Map Legacy Data Sources to NCFM Platform • Conversion of Legacy Data as required • Migration of Legacy Data to NCFM Platform • Normalization/Standardization & Scrubbing • Straight-through-process-automation and Data Consolidation • A new component will be configured within the Nassau County Fire Marshal platform enabling Supervisors to more efficiently review upcoming activities



	<p>and assign these activities to subordinates. This will automatically create entries into an employee's calendar and send reminders to them about follow-up inspections, enforcement activities, etc. This will add significant productivity to the Nassau County Fire Marshal department and its staff by tracking the following automatically:</p> <ul style="list-style-type: none"> • Type(s) of Activity scheduled to take place • Location of the Activities • Identification of Nearby locations with activities to take place that can be combined into one trip • Identification of appropriate Fire Marshals • Availability of Fire Marshals <ul style="list-style-type: none"> • A new component will be configured within the Nassau County Fire Marshal platform to create an employee's daily log-book of activities. Through the use of the Nassau County Fire Marshal platform mobile app "check-ins" we will enable employees using a smart phone or tablet to seamlessly track their activities and stops done on a daily basis. A complete and easily useable daily log book is a highly recommended record of any and all law enforcement agencies. • A new component will be configured within the Nassau County Fire Marshal platform to automatically track Overtime and Overtime costs. Through integration with the above two components, the Nassau County Fire Marshal will automatically track and report on overtime hours worked, the need for such, and cost of said overtime. • Configure and Test all new and existing users profiles within the new application components. • Training & Documentation (40 hours) - The Locality Media team will provide onsite training for County personnel. Training will be provided in all aspects of the system as implemented and will be provided at a Nassau County location. Following completion of the training program and implementation of the system, consultant personnel will be available on an as needed basis to provide end-user support, respond to questions that may arise and provide additional assistance as required and requested regarding the platform configurations.
3	REPORTS FOR INVESTIGATIONS AND HAZARDOUS MATERIALS
	<ul style="list-style-type: none"> • <u>Process Review:</u> The project team will conduct a series of sessions with the designated Fire Marshal personnel to review the findings from the previous task and document current processes, requirements, and concerns: <ul style="list-style-type: none"> ◦ Analyze existing NC Fire Marshal Fire Investigations and Hazardous



	<p>Materials related information residing in various online and offline data sources.</p> <ul style="list-style-type: none">o Receive Historical Data and Fileso Review and translate Legacy Data Model(s)o Execute Statistical Analysis on Legacy Datao Review and Present Findings to NCFMo Map Legacy Data Sources to NCFM Platformo Conversion of Legacy Data as requiredo Migration of Legacy Data to NCFM Platformo Normalization/Standardization & Scrubbingo Straight-through-process-automation and Data Consolidation <ul style="list-style-type: none">• Integration of reports of cases created by the Bureau of Fire Investigation and Hazardous Materials Division of this Department. Currently due to system limitations of the Fee Collection System, all activities of these Divisions are tracked in separate software supplied by a third party. By bringing these reports into a single database we would allow for tracking common incidents allowing greater chance for patterns to be discovered.<ul style="list-style-type: none">i. Generate a Hazmat Incident Report from the field<ul style="list-style-type: none">1. The physical location of this incident and corresponding report will be geocoded with the precise latitude and longitude coordinates2. Automatically generate the required Hazardous Materials Incident Information Form and any other required forms pre-populated with the aforementioned information3. Automatically transmit/distribute the form(s) to the appropriate agencies• <u>Local Social Media Component</u> – to assist in data discovery and visualization during the investigation of potential crimes, based on a given location or area.• Training (40 hours) - The Locality Media team will provide onsite training for County personnel. Training will be provided in all aspects of the system as implemented and will be provided at a County location. Following completion of the training program and implementation of the system, consultant personnel will be available on an as needed basis to provide user support, response to questions and provide other assistance regarding the installed programs.
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4	ADDITIONAL WORK
	<ul style="list-style-type: none">• Historical Backlog Resolution<ul style="list-style-type: none">◦ Initial Fire Alarm Permits◦ Renewals• Rough Out Permits Booked to a Vendor not a Location• Daily Reconciliation Report Modifications• Renewal Cards• Assessor Record Links for Unknown Locations

- **Annual Maintenance and Technical Support service levels will be as defined in the Contract**

SERVICE AGREEMENT

The purpose of this Service Agreement (the "Agreement") is to formalize an arrangement between Locality Media LLC ("Locality Media") and Nassau County ("Client") to deliver specific services, at specific levels of support, and in an agreed upon timeframe in connection with Client's business functions on the Locality Media technology platform. As part of this service, Locality Media will provide the software-as-a-service, and provide second level support for it, subject to this Agreement.

II. DESCRIPTION AND TERMS OF SERVICES

1. More specifically, the following services shall be automatically provided under this agreement:
 - A. **Corrective maintenance:** Defined as activities associated with root-cause analysis and bug-fix isolation and resolution:
 - **Root-cause analysis:** Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed to Client in a timely fashion.
 - **Bug fixes:** Defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.
 - B. **Ticket status updates:** Client issue reports will be entered and recorded by Locality Media in its issue tracking system. Upon reporting, a severity and priority will be assigned as agreed to by both parties.
 - C. **Maintenance and upkeep** of software solutions in adherence with market defined technical and business protocols and process rules that are core to the successful function of the software products supported by Locality Media under the terms of this Agreement.
 - D. **Hosting** of the software solutions shall be provided by Locality Media. The hosting environment is a SAS-70 Type II audited facility with redundant UPS and Generator backed power, redundant HVAC systems, and high-speed Internet connections in a highly secured environment. Daily administration tasks will include nightly database backups of all production, QA (test) and development environments.

2. The following application-related services are provided under this agreement:
- A. **Application monitoring:** Every effort will be made by the parties to conduct monitoring of production applications when problems occur, if they cannot be duplicated within the Locality Media support environment to facilitate root cause analysis.
 - B. **Enhancements to production application software:** Enhancements will be performed under this Agreement between Locality Media and Client pursuant to Client approved Work Orders only. Each Work Order will be estimated separately, and performed in accordance with the business specified expectations as detailed in such Work Order and this Agreement.
 - C. **Transition of new or modified applications:** When a new or modified application is ready to be transitioned into service, the support, planning and coordination of the necessary activities between the Client business team, Locality Media development team and the Client host support team will be conducted under the coordination of the Client support lead. The elements of such transition of new or modified applications will include:
 - Support will commence for a new or modified application upon deployment.
 - The Locality Media development team will support the new or modified application in accordance with the existing agreements.
 - Locality Media will provide timely release of documentation versions, release notes, maintenance notes, installation guides, and other documentation required by business users, first level support personnel at Client, and such other recipients as Locality Media may determine.
 - Level 2 support— to the extent possible, Locality Media support staff will assist the Client level 1 support team members with diagnosing and resolving including configuration changes, application tuning, problem diagnosis, localized remediation of problems, remote remediation of problems, application of patches to resolve problems, and assistance with business process gaps or omissions that contribute to application failure.
 - D. **Change management:** Assist with new or changed applications, processes, practices, or policies that affect the Client support team, or Client business operations and that require the Locality Media support team members to understand, learn, and follow. This includes application architectural changes, market required updates to system components, and other functional or technical changes caused by modification of the application.
 - E. **Status reporting:** Periodic status reports will be delivered by Locality Media support specialists to Client for each production application supported. These reports may be provided weekly, monthly or quarterly as appropriate for Client. If specific situations or longer-term projects require such reports more frequently, then Locality Media and Client will

work out an appropriate schedule. Monthly status reports will be discussed by the Locality Media support manager with the manager designated by Client to ensure that the Client is aware of the support issues and risks faced by the support team.

- Locality Media will provide periodic reports of planned system enhancements and modifications so that Client can track modification to the base product, thus facilitating internal change management processes for both business and hosting support. This report should reflect enhancement category, functional impact, and planned release and actual release date.

III. Severity Definition

1. The severity of problems and corresponding cure periods are described below. Locality Media and Client recognize that errors may arise out of data problems and operator error which might cause severe problems, through no fault of the Locality Media platform. While the platform has a number of safeguards and validations built in, both Client and Locality Media recognize that these are never perfect. Locality Media, as part of its Level 2 support obligations will provide assistance in problem diagnosis and resolution. The exceptions to the below determined cure periods are:
 - A. Extensive data corruption through no fault of the software
 - B. Cases where it is physically impossible to cure the problem within the cure period. For example, if there is a significant hardware malfunction that requires the entire installation to be rebuilt, it will likely take more than 8 hours to reinstall all of the underlying operating systems, database software, web-servers, middleware and applications.
 - C. Any activity, including problem diagnosis and resolution related to software bugs or enhancements made by Locality Media, will be considered part of the standard product support, and not be counted towards the number of level 2 support hours.
 - D. Any activity related to a problem arising out of operator error or data error where the software functioned normally will be counted towards billable Level 2 support hours.
 - E. Any time spent on training related issues will also be counted towards Level 2 support hours.
2. In all cases, Locality Media will promptly advise Client of the nature and extent of the problem, and will provide a schedule for remediation of the problem.
3. Both Client and Locality Media agree that any problems of severity 1 and 2 may adversely affect the schedules for delivery of severity 3 problem remediation, and any enhancements, and therefore allowances will be made in enforcing such delivery schedules.

Severity of Issues Example

Severity	Problem Description	Maximum Cure Period	Example
4	Enhancement	To be determined by Locality Media and the Client.	Typically extensions of functionality which are not available in the Client's installation. Additional T&M cost may be incurred
3	<p>The application failure creates a minimal business and financial exposure.</p> <p>Non-critical software problem without noticeable impact to business operations.</p> <p>This is typically a problem with a functional work around</p>	Locality Media shall use its best efforts to correct the problem within 160 normal business hours starting with Locality Media staff learning of the problem from the automatic alert sent out by its Issue Management Reporting solution or the availability to Locality Media of online access to the system where the problem originated, whichever is later.	The application failure causes the Client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information. Does not impact production or Client support, and does not impact maintenance of data.
2	<p>The application failure creates a serious business and financial exposure.</p> <p>Critical software problem that impacts normal business operations but can be worked around either manually, or through other application features.</p> <p>This is typically a problem with limited work around problems.</p>	Locality Media shall use its best efforts to correct the problem within 24 normal business hours starting with Locality Media staff learning of the problem from the automatic alert sent out by Issue Management Reporting solution or the availability to Locality Media of online access to the system where the problem originated, whichever is later.	<p>The application failure causes the Client to be unable to perform some small portion of their job without using alternative means or limited results.</p> <p>Some part of the application is not functional, but it does not impact production activity.</p>
1	<p>Business and financial exposure.</p> <p>The application failure creates a serious significant business and financial exposure.</p> <p>This is a severe software problem that interrupts normal business operations that cannot be worked around.</p>	Locality Media shall use its best efforts to correct the problem within 16 normal business hours starting with Locality Media staff learning of the problem from the automatic alert sent out by Issue Management Reporting solution or the availability to Locality Media of online access to the system where the problem originated, whichever is later.	<p>The application failure causes the Client to be unable to work or perform some significant portion of their job.</p> <p>Application fails to perform.</p>

IV. Hours of support

1. Telephone application support will be available as shown below:

	Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
Level II Support	8-5 EST	8-5 EST	8-5 EST	8-5 EST	8-5 EST	N/A

2. Level II Support will be unavailable during the following Locality Media company holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving & Friday after
Christmas Eve & Christmas
New Year's Eve.

However, if Client has requirements for Level 2 support during any of these holidays, Locality Media will make best efforts to make at least one member of its staff available.

Support Contact Information

Primary Support Phone Line	(888) 504-0016
Backup Support Phone Line	516-874-2258
Support email address	support@localitymedia.com

Client Business Contact Information

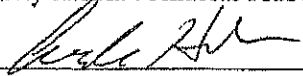
Business Manager		O:
		F:
Business user #1		O:
		F:

V. Exclusions

1. **Evaluation of new software or hardware:** Evaluation of new software or hardware for use within Client hosting environment.
2. **Procurement of new software or hardware:** Procurement of new software or hardware for use within Client hosting environment.
3. **On-call Locality Media support management:** Locality Media support managers are not required to be on call other than normal business hours. If at a later date Client requires the support manager to be on call for a specific purpose, or on a longer-term basis, then the Client support managers will be compensated at the standard on-call rate for Level 2 support staff, and Client shall be charged for this service.
4. **Level 1 support:** Level 1 help desk and infrastructure support shall be provided by Client for each production application to be supported, and they shall perform their assigned duties, such as Web accessibility, authentication software, software installation, application installation on production servers, database connections, and database maintenance, for the duration of this agreement.
5. **Software licensing:** This service does not include any licensing of any software, including those created by Locality Media.
6. **Specific training:** Training is supplied separately under this Agreement as a specific work order established by both Client and Locality Media.
7. **Upgrades to application software and associated hardware:** When an upgrade to an existing system is released by a third party. This includes operating system upgrades, database upgrades, authentication software upgrades, and vendor-required upgrades.
8. **Assistance with application usage:** Advice about or education on how to use applications, including completing transactions, creating users within or for an application, or on the purpose of an application.
9. **Assistance with application environment support:** Advice about how to use, maintain, and support application environments, including application development tools, application server software, and databases.
10. **Assistance with application usage when unsupported or nonstandard hardware or software is involved:** Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
11. **Adaptive maintenance:** Defined as activities relating to upgrades or conversions to an application due to new versions of operating environment, including operating system, application server, or database software.

12. **Perfective maintenance:** Defined as activities relating to enhancements created by Locality Media to provide additional functionality to an application. Any such enhancements that involve functionality (as opposed to implementation) shall be deemed within the currently signed and approved release specification. Implementation of such enhancements shall not be included within the current Agreement and the cost of such implementation may be an additional charge to Client on the terms herein.
13. **Modifications to original application specification:** Any functionality not specified in the current approved design specification. Changes in Client's organization or business needs (such as a reorganization or change in business practice) may make the current specification obsolete. When this occurs, Client should initiate a request for enhancement to update the system. It is highly recommended that Client manager and Locality Media work closely together to anticipate future needs and prepare timely update of systems to accommodate Client's changing business.

For Locality Media : Andreas Huber

Signed: 

Title: CEO

Date: 6/20/13

For Client

Signed: 

Title: Chief Deputy Executive

Date: 8/30/13

LOCALITY MEDIA LLC

J.P.Morgan

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Montclair, New Jersey
55-233-212

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6/20/2013

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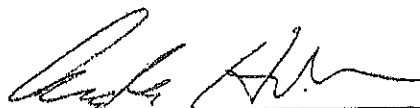
Nassau County

\$ **533.00

Five Hundred Thirty-Three and 00/100*****

DOLLARS

Nassau County



AUTHORIZED SIGNATURE

MEMO

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