Contract ID#: COOK 160000 79

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: catered food, beverages, tents and misc.

| | entertainment equipm | nent | | | |
|---|---|----------------------------------|---|--|--|
| NIFS ID #: 160000 | 79 NIFS Entry Date: 9 29 16 | Term: May 1, 2016-Dece | mber 31, 2016 | | |
| New Renewal | 1) Mandated Program: | | Yes No No | | |
| Amendment | 2) Comptroller Approval Form A | Attached: | Yes 🛛 No 🗌 | | |
| Time Extension | 3) CSEA Agmt. § 32 Compliance | e Attached: | Yes No No | | |
| Addl. Funds | 4) Vendor Ownership & Mgmt. I | Disclosure Attached: | Yes 🛛 No 🗌 | | |
| Blanket Resolution RES# | 5) Insurance Required | | Yes 🛛 🐧 o 🗆 | | |
| Agency Informat | tion | | | | |
| | Vendor | County I | Department | | |
| Name: Dover Gourmet Corp. | Vendor ID# 132855155 | Department Conta Eileen Krieb | the second control of | | |
| Address 27 St John Street Freeport, NY 11520 | Contact Person: Butch Yamali | Address Administration Bl | dg. | | |
| REG: Dover Gourmet Corp. EMAIL: butchyamali@dovergroupny.cor | Phone: 516-933-4444 n Fax: 516-933-0177 | | | | |
| Routing Slip Brian Nugent, Chief De Frank Camerlengo, Dep Eileen Krieb, CSR | | Date | 9/20/16 | | |
| DATE DEPARTMENT | Futernal Verification Appy 18& | SIGNATURE | Leg. Approval Required | | |
| Department | NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered | John SAI | Acquired | | |
| OMB | NIFS Approval (Contractor Registered) | MAN | Yes No No Not required if blanket resolution | | |
| io (7) County Attorney | CA RE & Insurance Verification | Wy Gmax | Δ | | |
| County Attorney | CA Approval as to form | | Yesiano | | |
| Legislative Affairs | Fw'd Original Contract to CA | W | | | |
| County Attorney | NIFS Approval | | | | |
| Comptroller | NIFS Approval | Chile | | | |
| County Executive | Notarization Filed with Clerk of the Lea | | 2 | | |

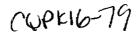
Filed with Clerk of the Leg.

Contract Summary

PR5254 (1/06)

| , | | | | み創作 | | | | |
|---------------------------------|------------------|--|-------------------------------------|------------------|---------------------------------|--|---|---|
| Description: T various Nassa | | ntered food and beverages, ten | ts and misc. en | tertair | nment equip | pment Lakeside Theatre and | other Spec | cial events at |
| | tract being re | submitted to provide a revised I | Business History | form, | to provide | catered food and beverages, ter | ats and miso | cellaneous |
| Method of Pr | ocurement: ' | This service is exclusive to Dov | er Gourmet Cor | p. per | Nassau Cou | nty Contract dated 2009. | ··· | |
| catering servic | es under the F | the attached contract Dover Got F&B Concession Agreement ent Iditional services. | armet Corp. has ered into in 200 | an exc 9. Exh | clusive licen libit "A" of t | se with Nassau County to prov the agreement outlines specific | ride food, be facilities s | everage and ubject to this |
| and/or events r | equiring such | ovisions: to provide catered for services at the Lakeside Theatr | e and various N | assau (| County Park | cs. | ent for thos | e productions |
| Impact on Fu | nding / Price | Analysis: None-Hotel/Motel | | | | 00 | -, | |
| n/a | (| CONTRACT PROCE | csnic fle | - | # 2 66 | copy actact | · • • • • • • • • • • • • • • • • • • • | |
| Change in Co | ntract from I | Prior Procurement: n/a | | | | | | |
| Recommenda | tion: (approv | e as submitted) | | | | · | | |
| Adviser | nent In | formation | | | | | | |
| BUDGET C | ODES | FUNDING SOURCE | AMOUNT | | LINE | INDEX/OBJECT CC |)DE | - AMOUNT |
| Fund: | GRT | Revenue Contract | XXXXXXX | | 1 | pkyen 1800 de SU | | \$ 100,000 |
| Control: | PK | County | \$ | | 2 | | :_1 | \$ |
| Resp: aln | 1800 | Federal | \$ |] | 3. | A series and the series with the series of t | Λ., | \$ |
| Object: | 500 | State | \$ | | 4 | 11/1 00 10 | 11/16 | \$ |
| Transaction: | 103 | Capital | \$ |] | 5 | y. ym | , (| \$ |
| | | Other GRANT | \$100,000.00 |] : | 6 | | | \$ 1 |
| RENEW | AL | TOTAL | \$100,000.00 |] ' | - | | TOTAL | \$100,000.00 |
| % Increase % Decrease | | Document Prepared By: | Rosenthal | | | | Date: 9/ | /21/16 |
| | a de NUIS Certtí | leation and the second | Comptrolle | c Certil | lication | County / | Gairy Agar | nyat ———————————————————————————————————— |

| I certify that this document | | mbered balance sufficient to cover this contract is in the appropriation to be charged. | uu |
|------------------------------|------|--|-----------------------|
| Name | Name | Date | 10/2/11 |
| Date | Date | E #: | (For Office Use Only) |
| | | | |





Nassau County Interim Finance Authority

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

| 1. Vendor: | Dover Gourmet Corp. | | | ···· |
|--|---|---|---------------------------------------|-----------------------------|
| 2. Dollar amount req | uiring NIFA approval: \$ 100 |),000.00 | | |
| Amount to be encu | mbered: \$ 100,00.00 | | | |
| This is a | New Contract Advisemen | at Amendment | | |
| If advisement - NIFA on | nt should be full amount of contract ly needs to review if it is increasing t it should be full amount of amendme | funds above the amount pr | eviously approv | ed by NIFA |
| 3. Contract Term: | 5/1/16-12/31/16 | , | | |
| Has work or services | on this contract commenced? | Yes | No | |
| If yes, please explain: | | | | |
| 4. Funding Source: | | | | |
| General Fund (C Capital Improve Other | EEN) | ant Fund (GRT) Federal % State % County % | | |
| Is the cash available for t | he full amount of the contract? a future borrowing? | Yes | | |
| Has the County Legislatu | re approved the borrowing? | Yes | No | N/A |
| Has NIFA approved the l | porrowing for this contract? | | No | |
| 5. Provide a brief des | cription (4 to 5 sentences) of th | e item for which this a | pproval is req | uested: |
| and miscellaneous er | itted to provide a revised Business H ntertainment equipment for those pro d various Nassau County Parks | istory form, to provide cater ductions and/or events req | red food and bev uiring such servi | erages, tents ces at the |
| 6. Has the item requ | ested herein followed all prope | r procedures and there | by approved b | ov the: |
| Nassau County Attori | ney as to form Y | | N/A N/A | • |
| Date of approval(s |) and citation to the resolution | where approval for thi | is item was pro | ovided: |
| | | | | |
| | | | | |
| - TA-42C-11 | 4. (2d. 4.1l | | | |
| 7. Identity all contrac CQPK15000042-\$45,0 CQPK15000043-\$32,0 CQPK15000044-\$18,0 | 00.00 | nis or an affiliated part | y within the p | rior 12 month |

COPKID-79

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.

| losean | nolla | 10/12/16 |
|-------------------------|---------------------------------------|--|
| Signature | Title | Date |
| Print Name | | |
| | COMPTROLLER' | S OFFICE |
| | Nassau County Approved Budget a | formation listed is true and accurate and is in and not in conflict with the Nassau County |
| Regarding funding, plea | ase check the correct response: | |
| I certify that the | funds are available to be encumb | ered pending NIFA approval of this contract. |
| | onding for this contract has been app | proved by NIFA. but the project requires NIFA bonding authorization |
| Signature | Title | Date |
| Print Name | | |
| | NIFA | |
| Amount being approved | ł 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.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS
AND DOVER GOURMET CORP.

WHEREAS, the County has negotiated a personal services agreement with Dover Gourmet Corp. to provide catered food and beverages and miscellaneous entertainment equipment for those productions and/or events requiring such services at Lakeside Theatre and other special events at various Nassau County Parks., a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Dover Gourmet Corp.

RULES RESOLUTION NO. 1742016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS
AND DOVER GOURMET CORP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/6/6
VOTING:
ayes 0 abstained 3 recused 0
Legislators present:

WHEREAS, the County has negotiated a personal services agreement with Dover Gourmet Corp. to provide catered food and beverages and miscellaneous entertainment equipment for those productions and/or events requiring such services at Lakeside Theatre and other special events at various Nassau County Parks., a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with Dover Gourmet Corp.

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: <u>Dover Gourmet Corp.</u>

| CONTRACTOR ADDRESS: 27 St. John FEDERAL TAX ID #: 132855155 | Street, Freepo | rt, NY 11520 |
|---|--|---|
| Instructions: Please check the appropria | nte box ("☑") ested informat | after one of the following ion. |
| I. The contract was awarded to the lower for sealed bids. The contract was awarded in [date]. The sealed bids were publicly opened on sealed bids were received and opened. | after a request | 101 Stated olds was basining |
| The Contractor was selected pursuant The Contract was entered into after a written request proposers were made aware of the availability Newsday, posting on industry websites, via email to procurement website on March 31, 2009. Propose proposals were received and evaluated. The evaluation Comptroller's Office and one member of the Countranked. As a result of the scoring and ranking, the hard- | of the RFP by a cointerested particular was of the rested particular which is the second particular of the rest of | advertisement in Legal Notices in and by publication on the County Friday, April 18, 2009. Eight (8) consisted of: three members of the fice. The proposals were scored and |

| II. This is a renewal, extension or amendment of an existing contract. [date]. This is a factor of the contract was originally executed by Nassau County on |
|--|
| The contract was originally executed by Massact County of the contract was original pursuant to the contract, or an amendment within the scope of the contract or RFF 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 no 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. \square 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. Sole Source Pursuant to MASSAU COUNTY UNISING AGREEMENT |
| 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 119-0, the department is purchasing the services required through an inter-municipal agreement. |
|---|
| VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county. |
| In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable. |
| Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable. VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms. |
| VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers. |
| IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller. |
| X. 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: X. a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 G.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 727/4 |

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 6 | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| 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 committee 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: 41414 Signed: Print Corp | | | | | | | | |
| Print Name: TOCH YOMALI Title: POSICIONE | | | | | | | | |
| | | | | | | | | |

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 BOACH Vamai |
|----|--|
| | Date of birth 11 / 4 / 62 |
| | Home address 2153 Vine Drive |
| | City/state/zip_MVMCY_NV_11566 |
| | Business address 27 St. Johns A |
| | City/state/zip FYEEDOK NV 11520 |
| | Telephone 516-933-4444 |
| | 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 3 / 1 /95 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. So o OUNCE |
| 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. |
| 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 <a and="" attach="" e="" href="https://www.yes.gov/new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-normal-resolution-new-new-normal-resolution-new-normal-resolution-new-new-new-new-new-new-new-new-new-ne</th></tr><tr><td>law Pro</td><td>i, or as ovide a</td><td>affirmative answer is required below whether the sanction arose automatically, by operation of a result of any action taken by a government agency. detailed response to all questions checked " if="" it="" more="" need="" page="" photocopy="" questionnaire.<="" space,="" td="" the="" to="" yes".="" you=""> | | | | | | | |
|----|--|---|--|--|--|--|--|--|
| 7. | In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer: | | | | | | | |
| | a. | Been debarred by any government agency from entering into contracts with that agency? NO YES If Yes, provide details for each such instance. | | | | | | |
| | b. | Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO YES If Yes, provide details for each such instance. | | | | | | |
| | c. | Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO YES If Yes, provide details for each such instance. | | | | | | |
| | d. | Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO YES If Yes, provide details for each such instance. | | | | | | |
| 8. | petition and/or process pendir (Providence) | any of the businesses or organizations listed in response to Question 5 filed a bankruptcy an and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy edings initiated more than 7 years ago and/or is any such business now the subject of any g bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance, de a detailed response to all questions checked "YES". If you need more space, photocopy the priate page and attach it to the questionnaire.) | | | | | | |
| | | Is there any felony charge pending against you? NO YES If Yes, provide details for each such charge. | | | | | | |
| | | Is there any misdemeanor charge pending against you? NO YES If Yes, provide details for each such charge. | | | | | | |
| | c) | Is there any administrative charge pending against you? NO/ YES If Yes, provide details for each such charge. | | | | | | |
| | d) | In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO YES If Yes, provide details for each such conviction. | | | | | | |
| | e) | In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO YES If Yes, provide details for each such conviction. | | | | | | |

| | f) | In the past 5 charges? N | | e you been fo | | | | | ory |
|-----|---|--|---|---|---|---|--|---|----------------------------------|
| 9. | have y federa such in entity a | ition to the introubeen the large it is a la | subject of a al prosecuti vas related liated busin | criminal inve ng or investig to activities p ess listed in r | stigation and ative agence erformed at, | d/or a civil y and/or th for, or on | anti-trust in e subject of behalf of the | vestigation b an investiga e submitting | y any ation where business |
| 10. | respor investi limited | ition to the inf nse to Question gation and/or to federal, st YES | on 5, been t any other t ate, and loc | he subject of ype of investi al regulatory | a criminal ir gation by ar agencies w | nvestigation ny governn hile you we | n and/or a c nent agency ere a princip | ivil anti-trust , including b | ut not |
| 11. | Questi | past 5 years, ion 5 had any it to any profe ce. | sanction in | iposed as a r | esult of judic | cial or adm | inistrative p | roceedings v | with |
| 12. | federa | e past 5 tax yol, state or loc es? NO | al taxes or c | ther assesse | ed charges, i | ncluding b | ut not limite | ed to pay any d to water ar | applicable nd sewer |

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, Half Man , 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 Narco 2016

BRITTANY MUSTC

Notary Public - State of New You On MU6202990
Qualified in Nassau County
My Commission Expires March 30, 2014

Name of submitting business

Print name

Signature.

Fitle/

<u>3 / 28 / 206</u> Poto

Date

ISAAC A. YAMALI

PROFESSIONAL QUALIFICATIONS:

- > Thirty five years of premier catering and restaurant experience
- Highly motivated, hands-on manager & business owner
- > Committed to providing quality food service to the community
- Licensed & Bonded to perform catered services for the federal, state, and county governments

EXPERIENCE CEO and sole shareholder of the following:

Milleridge Inn, Jericho New York

2016-Present

Operates the most historical location in Jericho with a full-service restaurant ,

400 seat banquet facility and a village shop.

Peter's Clam Bar. Island Park, New York Full service clam bar restaurant. 2014-Present

Hudson's on the Mile. Freeport, New York

Full service restaurant on the Nautical Mile.

Dream Events, Inc. Baldwin, New York

2012-Present

2013-Present

Party and event planners, provides all amenities, including DJ's, entertainment and specialty services

Dover Coral House, Inc. Baldwin, New York

2011-Present

Operates one of Long Island's largest catering and banquet destinations, with the capability of conducting seven (7) events simultaneously.

Dover Sands, Inc. Lido Beach, New York

2011-Present

Operates a 400 seat banquet facility located at Lido Beach, New York.

Dover Seaside Clam Bar, Inc. Lido Beach, New York

2011-Present

Owns and operates Maliblue Oyster Bar, a full-service restaurant and catering establishment located at Malibu Shore Club.

Camp Malibu Inc. Lido Beach, New York

2009-Present

Owns and operates a fully licensed children's day camp in Lido Beach, New York.

Dover Malibu, Inc. Lido Beach, New York

2009-Present

Operates all aspects of Malibu Shore Club, including cabanas, lockers, recreational facilities and swimming pools under a long-term license agreement.

Dover Hospitality Services, Inc.

2005-Present

Provides food, beverage, catering and special event services to Suffolk County Community College.

DOVER Gourmet Corporation, Freeport, New York

2000-Present

Quick Snack Vending/ Carnival Ice Cream

President & Owner of a premier catering, vending machine service, ice cream fleet of trucks, and concessionaire establishment. Successfully parlayed all four areas of the food service industry into one business with the same company goals and mission.

- Dover Gourmet Caterers Official caterers for NY State Parks Long Island, New York. Catered events for Newsday, Estee Lauder, AT&T, Local Unions, Snapple, Frito Lay, Coca-Cola, Mattel Toys, and Perrier Water.
- Quick Snack Concessionaire and snack stand operators throughout Brooklyn, Queens, Nassau & Suffolk Counties, currently operating 80 snack stands.
- Quick Snack Vending Automatic vending located in various school districts, court houses, hospitals, nursing homes, public & private institutions, Federal Postal Authorities and more than 1200 vending machines on location
- <u>Carnival Ice Cream</u> Good Humor/Breyers wholesale distributor in Nassau County Long Island. Supplies ice cream products to institutions: Adventureland, Splish/ Splash, Long Beach Boardwalk, etc. Currently operating over 40 ice cream vehicles in the local area.

Dover Caterers, New York City, New York

1977-1994

Originally employed while a full-time student, learned all aspects of the restaurant business. Promoted to Operations Manager, and later to General Manager of a family-owned & operated establishment. General Manager of a catering, vending machine service, and concessionaire operation. Generated and increased sales through successful marketing and contract negotiations. Oversaw the employment and training of staff, including: professional development, human resources, payroll, and A/R – A/P departments. During this time, successfully started-up the Carnival Ice Cream Company in 1994.

EDUCATION:

Hofstra University, Business Management & Administration

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: | |
| 1) Proposer's Legal Name: Dover Gourmet Corporation | |
| 2) Address of Place of Business: 27 St. John's Place - Freeport NY 115 | 20 |
| List all other business addresses used within last five years: 11 Skyline Drive Plainview NY 11803 | |
| 3) Mailing Address (if different): 5cme | |
| Phone: 576-933-4444 | |
| Does the business own or rent its facilities? ຼວພກ | |
| 4) Dun and Bradstreet number: | |
| 5) Federal I.D. Number: 13-2855155 | |
| 6) The proposer is a (check one): Sole Proprietorship PartnershipX 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: | |

| agency | proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau Courther government entity terminated? Yes No If Yes, state the name of bonding, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details not the termination (if a contract) |
|--|---|
| | proposer, during the past seven years, been declared bankrupt? Yes No X If Yeate, court jurisdiction, amount of liabilities and amount of assets |
| busines federal, owner a civil ant such in | ast five years, has this business and/or any of its owners and/or officers and/or any affiliates, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any and/or officer of any affiliated business been the subject of a criminal investigation and/or a i-trust investigation by any federal, state or local prosecuting or investigative agency, when we related to activities performed at, for, or on behalf of an affiliated business. No If Yes, provide details for each such investigation. |
| busines federal, of an af | ast 5 years, has this business and/or any of its owners and/or officers and/or any affiliated s been the subject of an investigation by any government agency, including but not limited state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or off filiated business been the subject of an investigation by any government agency, including |
| busines federal, of an af but not individu | s been the subject of an investigation by any government agency, including but not limited state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or off |
| busines federal, of an af but not individu details f | s been the subject of an investigation by any government agency, including but not limited state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or off filiated business been the subject of an investigation by any government agency, including limited to federal, state and local regulatory agencies, for matters pertaining to that al's position at or relationship to an affiliated business. Yes No If Yes, provide for each such investigation See No If Yes, provide for each such investigation in the following for each such investigati |
| busines federal, of an af but not individu details f | s been the subject of an investigation by any government agency, including but not limited state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or off filiated business been the subject of an investigation by any government agency, including limited to federal, state and local regulatory agencies, for matters pertaining to that al's position at or relationship to an affiliated business. Yes No If Yes, provide for each such investigation |
| busines federal, of an af but not individu details f | s been the subject of an investigation by any government agency, including but not limited state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or off filiated business been the subject of an investigation by any government agency, including limited to federal, state and local regulatory agencies, for matters pertaining to that al's position at or relationship to an affiliated business. Yes No If Yes, provide for each such investigation |
| busines federal, of an af but not individu details f | s been the subject of an investigation by any government agency, including but not limited state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or off filiated business been the subject of an investigation by any government agency, including limited to federal, state and local regulatory agencies, for matters pertaining to that al's position at or relationship to an affiliated business. Yes No If Yes, provide for each such investigation |

| | such conviction |
|-----------------------------------|---|
| | d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction |
| | e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No Yes If Yes, provide details for each such occurrence. |
| business to any pr | st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with respect ofessional license held? No; If Yes, provide details for each such |
| applicabl and sewe detailed | east (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water er charges? No Yes If Yes, provide details for each such year. Provide a response to all questions checked 'YES'. If you need more space, photocopy the ate page and attach it to the questionnaire. |
| | tailed response to all questions checked "YES". If you need more space, photocopy the page and attach it to the questionnaire. |
| | of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, ase expressly state "No conflict exists." |
| | (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. 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 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 on behalf of Nassau County. No conflict was sto |

| | ŀ | 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. |
|----------------------|--|--|
| | ./ | N THE EVENT THAT A POSSIBLE CONFLICT ARISES, I WILL |
| | · · | INFORM THE COUNTY OF THE POSSIACE CONFLICT AND Allow THE |
| | | NFORM THE COUNTY OF THE POSSIBLE CONFLICT AND Allow THE POUNTY TO DETERMINE IF AN ACTUAL CONFLICT EXISTS. |
| Α. | extens | e a resume or detailed description of the Proposer's professional qualifications, demonstrating sive experience in your profession. Any prior similar experiences, and the results of these ences, must be identified. |
| | Should | the proposer be other than an individual, the Proposal MUST include: |
| | i) | Date of formation; ATV 1 107 6 |
| | 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; Roth |
| | iv) | State of incorporation (if applicable); NELD YOYK State Yamai only |
| | v) | The number of employees in the firm; PAPYOX USO |
| | vi) | Annual revenue of firm; 25 Million |
| | vii) | Summary of relevant accomplishments See Resume |
| | viii) | Copies of all state and local licenses and permits. See CHCCNed |
| В. | Indicat | te number of years in business. \bigcup \bigcirc |
| c. | Provid capaci | e any other information which would be appropriate and helpful in determining the Proposer's ty and reliability to perform these services. |
| D. | | e names and addresses for no fewer than three references for whom the Proposer has ed similar services or who are qualified to evaluate the Proposer's capability to perform this |
| | | There at Honories 1 |
| | Compa | any Toun of Hempstead |
| | Conta | of Person Anthony Santino, Toth Sizervisce |
| | Addre | ss I Washington Street |
| | City/St | ate Hempstead NV |
| | Teleph | none 510-8A-3200 |
| | Fax# | |
| | E-Mail | Address a Santing Athmail, by a |
| | | |
| E-PERSONAL PROPERTY. | AND THE REST OF TH | |

| Company Bellmore Mernek School Dis Contact Person Nancy Muth Address 1200 Medau Wook Road City/State N. Werner NY 11500 | STACT |
|---|-----------|
| Telephone SILI-992-1030 Fax #SU-992-1004 E-Mail Address_NMU+1000000000000000000000000000000000000 | KIZ.NY.US |
| Company NCU YOVE STATE DAVIS Contact Person OCOYGE GOYMON S.R. Address USS BUMONT AVE City/State WUST MAN NY 11704 Telephone USI-321-3403 | |
| E-Mail Address GOY, GOMAN OPANS, NY, C | JOV |
| | |
| | |
| | |

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, |
| Sworn to before me this 5 day of Sept 2016 |
| BRITTANY MUSTO Notary Public - State of New York No. 01MU6202990 Qualified in Nassau County My Commission Expires March 30, 2013 |
| Name of submitting business: |
| By: Print name Signature Signature |
| Title |

DOVER GOURMET CORPORATION

BUSINESS HISTORY FORM ADDENDUM

9. Dover Gourmet Corporation is affiliated with several other "Dover" entities including Dover Coral House, Inc., Dover Sands, Inc., Dover Peter's Clam Bar Inc., Dover SeaSide Clam Bar, Inc., Milleridge Ventures, Inc., Dream Event Planning Inc., Dover Malibu, Inc., Camp Malibu, Inc., Dover 340 LTD., and Maple Maintenance and Construction Inc.

Dover Gourmet Corporation is not a subsidiary of any other entity. Dover Gourmet Corporation is not controlled by any other entity.

Dover Gourmet Corporation and Dream Event Planning are the only entities which have contracts with or otherwise provide service to the County of Nassau.

Butch Yamali is the sole shareholder and sole officer of all of the above entities, except for Milleridge Ventures, Inc., in which he is a fifty (50%) shareholder along with Anthony Capetola, Esq.

13. Within the past five (5) years, Dover Gourmet Corporation, its now inactive affiliate entity Dover Hospitality Services Inc. and the sole shareholder Butch Yamali were once interviewed by the Office of the New York State Attorney General with regard to a complaint filed by the labor union which then represented four (4) Dover Hospitality employees at Suffolk Community College. The matter was subsequently resolved with the union.

We submit the above response despite our belief that the Office of the Attorney General is not a "government agency" and is not a "regulatory agency" but is rather an independent entity which is run by the State's elected Chief Legal Officer.

- 17.(A.) i. April, 1976
 - ii. Butch Yamali, 2153 Vine Drive Merrick NY 11566- sole shareholder having 100% of the financial interest in this company.
 - iii. Butch Yamali (above) is sole officer (President) and Director.
 - iv. New York State
 - v. 650
 - vi. approx. \$25 million
 - vii. see attached resume of Butch Yamali
 - viii. see attached
 - (B) Forty (40) years in business

ISAAC A. YAMALI

PROFESSIONAL QUALIFICATIONS:

- > Thirty five years of premier catering and restaurant experience
- > Highly motivated, hands-on manager & business owner
- Committed to providing quality food service to the community
- Licensed & Bonded to perform catered services for the federal, state, and county governments

EXPERIENCE CEO and sole shareholder of the following:

Milleridge Inn, Jericho New York

2016-Present

Operates the most historical location in Jericho with a full-service restaurant, 400 seat banquet facility and a village shop.

Peter's Clam Bar, Island Park, New York

2014-Present

Full service clam bar restaurant.

Hudson's on the Mile. Freeport, New York

2013-Present

Full service restaurant on the Nautical Mile.

Dream Events, Inc. Baldwin, New York

2012-Present

Party and event planners, provides all amenities, including DJ's, entertainment and specialty services

Dover Coral House, Inc. Baldwin, New York

2011-Present

Operates one of Long Island's largest catering and banquet destinations, with the capability of conducting seven (7) events simultaneously.

Dover Sands, Inc. Lido Beach, New York

2011-Present

Operates a 400 seat banquet facility located at Lido Beach, New York.

Dover Seaside Clam Bar, Inc. Lido Beach, New York

2011-Present

Owns and operates Maliblue Oyster Bar, a full-service restaurant and catering establishment located at Malibu Shore Club.

Camp Malibu Inc. Lido Beach, New York

2009-Present

Owns and operates a fully licensed children's day camp in Lido Beach, New York.

Dover Malibu, Inc. Lido Beach, New York

2009-Present

Operates all aspects of Malibu Shore Club, including cabanas, lockers, recreational facilities and swimming pools under a long-term license agreement.

Dover Hospitality Services, Inc.

2005-Present

Provides food, beverage, catering and special event services to Suffolk County Community College.

DOVER Gourmet Corporation, Freeport, New York

2000-Drocant

Quick Snack Vending/ Carnival Ice Cream

President & Owner of a premier catering, vending machine service, ice cream fleet of trucks, and concessionaire establishment. Successfully parlayed all four areas of the food service industry into one business with the same company goals and mission.

- Dover Gourmet Caterers Official caterers for NY State Parks Long Island, New York. Catered events for Newsday, Estee Lauder, AT&T, Local Unions, Snapple, Frito Lay, Coca-Cola, Mattel Toys, and Perrier Water.
- Quick Snack Concessionaire and snack stand operators throughout Brooklyn, Queens, Nassau & Suffolk Counties, currently operating 80 snack stands.
- Quick Snack Vending Automatic vending located in various school districts, court houses, hospitals, nursing homes, public & private institutions, Federal Postal Authorities and more than 1200 vending machines on location
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EDUCATION:

Hofstra University, Business Management & Administration

References Available Upon Request

To Operate a

Food Service Establishment

This is to certify that

DOVER GOURMET CORP

the operator of

EISENHOWER BATTING RANGE

EISENHOWER PARK EAST MEADOW, NY 11554

Located in the *TOWN* of *HEMPSTEAD* in *NASSAU* County is granted permission to operate said establishment in compliance with the provisions of Subpart 14-1 of the State Sanitary Code and under the following conditions:

(1) This permit is granted subject to any and all applicable State, Local and Municipal Laws, Ordinances, Codes, Rules and Regulations.

NASSAU COUNTY DEPARTMENT OF HEALTH
Division of Environmental Health

Effective Date April 30, 2016 Permit is NON-TRANSFERABLE

Donald Irwin

Permit Issuing Official

This permit expires on April 30, 2017 and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code 06771-04

Permit Number F0116463

To Operate a

Food Service Establishment

This is to certify that **QUICK SNACK**

the operator of

EISENHOWER BLUE

EISENHOWER PARK EAST MEADOW, NY 11554

Located in the **TOWN** of **HEMPSTEAD** in **NASSAU** County is granted permission to operate said establishment in compliance with the provisions of **Subpart 14-1 of the State Sanitary Code** and under the following conditions:

(1) This permit is granted subject to any and all applicable State, Local and Municipal Laws; Ordinances, Codes; Rules and Regulations

NASSAU COUNTY DEPARTMENT OF HEALTH
Division: of Environmental Health

Effective Date April 30, 2016 Permit is NON-TRANSFERABLE

Donald Irwin

Permit Issuing Official

This permit expires on April 30, 2017 and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code 01929-05

Permit Number F0116475

To Operate a

Food Service Establishment

This is to certify that **DOVER GOURMET CORP**

the operator of EISENHOWER RED COURSE

EISENHOWER PARK EAST MEADOW, NY 11554

Located in the TOWN of HEMPSTEAD in NASSAU. County is granted permission to operate said establishment in compliance with the provisions of Subpart 14-1 of the State Sanitary Code and under the following conditions:

(1). This permit is granted subject to any and all applicable State, Local and Municipal Laws Ordinances, Codes, Rules and Regulations.

NASSAU COUNTY DEPARTMENT OF HEALTH
Division of Environmental Health

Effective Date April 30, 2016

Permit is NON-TRANSFERABLE

Donald Irwin

Permit Issuing Official

This permit expires on April 30, 2017 and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code 01930-04

Permit Number F0116474

EDWARD P. MANGANO

LAWRENCE E EISENSTEIN, MD, FACP

PERMIT

To Operate a

Food Service Establishment

This is to certify that OUICK SNACK

the operator of

EISENHOWER WHITE

at

EISENHOWER PARK EAST MEADOW, NY 11554

Located in the TOWN of HEMPSTEAD in NASSAU County is granted permission to operate said establishment in compliance with the provisions of Subpart 14-1 of the State Sanitary Code and under the following conditions:

(1) This permit is granted subject to any and all applicable State, Local and Municipal Laws.
Ordinances, Codes, Rules and Regulations.

NASSAU COUNTY DEPARTMENT OF HEALTH

Division of Environmental Health

Effective Date April 30, 2016
Permit is NON-TRANSFERABLE

Donald Irwin

Permit Issuing Official

This permit expires on April 30, 2017 and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code 01928-05

Permit Number F0116476

To Operate a

Food Service Establishment

This is to certify that **DOVER GOURMET CORP**

the operator of

EISENHOWER SIGNATURE

at '

EISENHOWER PARK EAST MEADOW, NY 11554

Located in the *TOWN* of *HEMPSTEAD* in *NASSAU*. County is granted permission to operate said establishment in compliance with the provisions of Subpart 14-1 of the State Sanitary Code and under the following conditions:

(1) This pennit is granted subject to any and all applicable State, Local and Municipal Laws. Ordinances, Codes, Rules and Regulations

NASSAU COUNTY DEPARTMENT OF HEALTH

Division of Environmental Health

Effective Date April 30, 2016

Permit is NON-TRANSFERABLE

Donald Irwin

Permit Issuing Official

This permit expires on April 30, 2017 and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code 17349-04

Permit Number F0116247

EDWARD P. MANGANO

LAWRENCE E, EISENSTEIN, MD, FACP COMMISSIONER

PERMIT

"To Operate a:

Institutional Food Service

This is to certify that DOVER GOURMET CORP

the operator of

EISENHOWER AQUATIC CENTER

EISENHOWER PARK EAST MEADOW, NY 11554

Located in the TOWN of HEMPSTEAD in NASSAU County is granted permission to operate said establishment in compliance with the provisions Of Subpart 14-1 of the State Sanitary Code and under the following conditions

(i) This permit is granted subject to any and all applicable State, Local and Municipal II ave Ordinances, Codes, Rules and Regulations.

NASSAU COUNTY DEPARTMENT OF BEALTH Division of Thymonmental Alcalth

Effective Date March 31, 2018 Permit is NON-TRANSFERABLE

Donald'i ex in

This permit expires on March 31, 2017 and may be revoked or suspended for causo. THIS PERMITE SHOULD BE POSTED CONSPICLOUSLY

Facility Code 18183.01

Operation to 571807

To Operate a

Institutional Food Service

This is to certify that

DOVER GOURMET CORP

the operator of

DOVER AT NICKERSON BEACH WEST

at

1400 LIDO BOULEVARD LIDO BEACH, NY 11561

Located in the **TOWN** of **HEMPSTEAD** in **NASSAU** County is granted permission to operate said establishment in compliance with the provisions of **Subpart 14-1** of the **State Sanitary Code** and under the following conditions:

(1) This permit is granted subject to any and all applicable State, Local and Municipal Laws Ordinances, Codes, Rules and Regulations.

NASSAU COUNTY DEPARTMENT OF HEALTH

Division of Environmental Health

Effective Date April 30, 2016

Permit is NON-TRANSFERABLE

Donald Irwin

Permit Issuing Official

This permit expires on April 30, 2017 and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code 21420-01

Permit Number F2142001

To Operate a
Food Service Establishment

This is to certify that **DOVER GOURMET CORP**

the operator of EISENHOWER BATTING RANGE

at

EISENHOWER PARK EAST MEADOW, NY 11554

Located in the TOWN of HEMPSTEAD in NASSAU County is granted permission to operate said establishment in compliance with the provisions of Subpart-14-1 of the State Sanitary Code and under the following conditions:

(1) This permit is granted subject to any and all applicable State, Local and Municipal Laws Ordinances, Codes, Rules and Regulations.

NASSAU COUNTY DEPARTMENT OF HEALTH

Division of Environmental Health

Effective Date April 30, 2016
Permit is NON-TRANSFERABLE

Donald Irwin

Permit Issuing Officia

This permit expires on April 30, 2017 and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code 06771-04

Permit Number F0116463

To Operate a

Food Service Establishment

This is to certify that **QUICK SNACK**

the operator of EISENHOWER BLUE

EISENHOWER PÄRK EAST MEADOW, NY 11554

Located in the TOWN of HEMPSTEAD in NASSAU County is granted permission to operate said establishment in compliance with the provisions of Subpart 14-1 of the State Sanitary Code and

under the following conditions:

(1) This permit is granted subject to any and all applicable State, Local and Municipal Laws, Ordinances, Codes, Rules and Regulations.

NASSAU COUNTY DEPARTMENT OF HEALTH

Division of Environmental Health

Effective Date April 30, 2016 Permit is NON-TRANSFERABLE

Donald Irwin

Permit Issuing Official

This permit expires on April 30, 2017 and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code 01929-05

Permit Number F0116475

COUNTY OF NASSAU

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

| 1. Name of the Entity: DOVEY GOOTMENT CORP |
|--|
| Address: 27 St. Johns Place |
| City, State and Zip Code: Treopon, NY 1520 |
| 2. Entity's Vendor Identification Number: 13-3855\65 |
| 3. Type of Business:Public CorpPartnershipJoint Venture |
| Ltd. Liability CoClosely Held CorpOther (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): |
| Butch yamali, 2153 Vine Dr. Memat NY 11566 |
| |
| |
| 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. |
| Botch yamaii- 100% |
| |

| Page 2 of 4 | |
|--|--|
| | |
| 6. List all affiliated and related companies and 1. above (if none, enter "None"). Attach a sep subsidiary company that may take part in the performance of the contract. | I their relationship to the firm entered on line arate disclosure form for each affiliated or performance of this contract. Such disclosure shall companies not previously disclosed that participate |
| Dover Coral House | Dovar Sands |
| Dover Petas clam Bar | Dover Seaside Clam Bar |
| Livenage Venteres inc. | Dream Event Harring Inc. |
| Dover malipy | Camp Malian |
| Doler 340LTD | Mapa Maintenance+ const |
| organization retained, employed or designated before - Nassau County, its agencies, boards, of committees, including but not limited to the O Planning Commission. Such matters include, I development or improvement of real property | term "lobbyist" means any and every person or by any client to influence - or promote a matter commissions, department heads, legislators or pen Space and Parks Advisory Committee and but are not limited to, requests for proposals, subject to County regulation, procurements. The director, trustee, employee, counsel or agent of the |
| (a) Name, title, business address | ss and telephone number of lobbyist(s): |
| NONE | |
| | |
| | |
| | |
| | |
| | |

Page 3 of 4

| (b) Describe lobbying activities description of lobbying activities | vity of each lobbyist. See below for a complete s. |
|--|--|
| NONE | |
| | |
| | |
| W Water 24 | |
| | |
| | |
| | |
| (c) List whether and where Nassau County, New York State): | the person/organization is registered as a lobbyist (e.g., |
| NONE | |
| | |
| | |
| | |
| | |
| 8. VERIFICATION: This section is contractor or Vendor authorized as | must be signed by a principal of the consultant, s a signatory of the firm for the purpose of executing Contracts. |
| The undersigned affirms and so sw statements and they are, to his/her | wears that he/she has read and understood the foregoing knowledge, true and accurate. |
| Dated: 41416 | Signed: |
| • • • • | Print Name: Buten yamaii |
| | Title: President |

Page 4 of 4

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Dover Gourmet Corp.**, a New York company having its principal address at 27 St. John Street, Freeport, NY 11520 (the Contractor").

WITNESSETH:

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

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and as outlined in the concessionaire agreement between Nassau County and Dover Gourmet Corp. (attached Exhibit "A").

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

- 1. **Term**. This Agreement shall commence on May 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated as provided for herein.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement shall consist of, but not limited to, providing catered food and beverages, tents and miscellaneous entertainment equipment for those productions and/or events requiring such services at Lakeside Theatre, and other special events at various Nassau County Parks. These services are performed pursuant to the terms and conditions of a License Agreement ("License") between County and Contractor executed by the Contractor on January 5, 2010.

3. Payment.

- (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **One Hundred Thousand Dollars** (\$100,000.00). The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.
- (b) <u>Vouchers; Voucher Review, Approval and Audit</u>. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (<u>i</u>) the Contractor submitting Vouchers in a form satisfactory to the County that: (<u>a</u>) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (<u>b</u>) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (<u>c</u>) is accompanied by

documentation satisfactory to the County supporting the amount claimed, and (<u>ii</u>) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "<u>Comptroller</u>").

In addition, all unit prices billed must be lised on Schedule "A" – Unit Prices. In the event items ordered are not in the initial Schedule "A", the unit price for any additional items must be submitted to the Parks Department prior to the event for written approval. All payments are to be made pursuant to the schedules of services and prices submitted by the Contractor to, and approved by, the County pursuant to Section 8.5 of the License.

- (c) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.
- (d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.
- 4. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. <u>Compliance with Law</u>. (a) <u>Generally</u>. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the 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 as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
 - (b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
 - 7. Minimum Service Standards. Regardless of whether required by Law:
- (a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

- 8. <u>Indemnification; Defense; Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.
- (c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor are responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (d) The Contractor shall, and shall cause all Contractor Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
- (e) The provisions of this Section shall survive the termination of this Agreement.
- 9. **Insurance**. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) 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 two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of

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

- (b) Acceptability; Deductibles: Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) <u>Delivery; Coverage Change; No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverage's shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 11. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (<u>i</u>) for any reason by the County upon ten (10) days' written notice to the Contractor (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) 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 Contractors ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings Against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor uses a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and <u>forum non conveniens</u>. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the

terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

- 18. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of Two Hundred Sixty Six Dollars (\$266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Miscellaneous.

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

- 21. **Executory Clause**. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

| Dover Gourmet Corp. |
|--|
| By: Name: Butto Vamau Title: President Date: 18 3 805 |
| NASSAU COUNTY |
| By: Name: Title:County Executive |
| (or) Chief Deputy County Executive |
| (or) Deputy County Executive |
| _ |

PLEASE EXECUTE IN BLUE INK

| STATE OF NEW YORK) |
|--|
|)ss.: COUNTY OF NASSAU) |
| On the 3 day of December in the year 305 before me personally came Ruch 1000 to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nascut; that he or she is the president of of the company/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 company/corporation. |
| Bruttony Musto NOTARY PUBLIC |
| BRITTANY MUSTO Notary Public - State of New York No. 01MU6202990 Qualified in Nassau County My Commission Expires March 30, 2017 |
| STATE OF NEW YORK))ss.: COUNTY OF NASSAU) |
| On theday of in the year before me personally came to me personally known, who, being duly sworn, did depose and said that (s)he resides in County; that (s)he is the County Executive or Chief Deputy County Executive or Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument and that (s)he signed his/her name thereto. |
| NOTARY PUBLIC |

Appendix L

Certificate of Compliance

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

| 1. | The chief executive officer of the Permittee is: |
|----|--|
| | Butch Yamali, President (Name) |
| 2. | The Permittee agrees to either (1) comply with the requirements of the Nassau |
| | County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor |
| 3. | In the past five years, Permittee has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below: |
| 4. | In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety |
| | and health. If such a proceeding, action, or investigation has been commenced, describe below: |

| 5. | Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance. |
|---------------|---|
| knowl made | by certify that I have read the foregoing statement and, to the best of my edge and belief, it is true, correct and complete. Any statement or representation herein shall be accurate and true as of the date stated below. 3/2 0/5 |
| Sworn 3 | to before me thisday of |

BRITTANY MUSTO
Notary Public - State of New York
No. 01MU6202990
Qualified in Nassau County
My Commission Expires March 30, 2013

Boltony Notary Public

Appendix EE - Equal Employment Opportunities For Minorities and Women

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

The Operator (as defined below) 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 below) and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Operator 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 Operator 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 Operator 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 Operator's obligations herein.
- (c) The Operator 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 Operator shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).
- (e) The Operator shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").
- (f) The Operator shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Operator.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

As used in this Appendix EE the term "County Contract" means (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.

ARTICLE I.As used in this Appendix EE the term "Operator" 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 an Operator 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.

EXHIBIT "A"

NASSAU COUNT PARKS AND FACILITIES LICENSED PREMISES

Food and Beverage Concessions (as defined in this License Agreement) at the following Parks and Facilities:

- The property, buildings and facilities known as Eisenhower Park (excluding the Carltun in the Park and the Public Safety conversion),
- The property, buildings and facilities known as The Nassau County Aquatic Center.
- The property, buildings and facilities known as the Eisenhower Golf facilities.
- The property, buildings and facilities known as Wantagh Park,
- The property, buildings and facilities known as Christopher Morley Park,
- The property, buildings and facilities known as Cantiague Park,
- The property, buildings and facilities known as N Woodmere Park.
- The property, buildings and facilities known as Cow Meadow Park.
- The property, buildings and facilities known as Mitchell Athletic Complex.
- The property, buildings and facilities known as Old Bethpage Village Restoration (except the Fair Ground Building, other than during the Long Island Fair, shall be on a non- exclusive basis). In the event the County executes a contract for this property building, and/or facility with another vendor, based on the Request For Proposal issued prior to the Commencement Dates, within 9 months from the Commencement Date, then this property, building and/or facility shall be excluded from this license,
- The property, buildings and facilities known as Inwood Park.
- The property, buildings and facilities known as Grant Park
- The property, buildings and facilities known as Bay Park.
- The property, buildings and facilities known as Centennial Park,
- The properly, buildings and facilities known as Rev Mackey Park,
- The properly, buildings and facilities known as Cedar Creek Park.
- The property. buildings and facilities known as Washington Avenue Park in Seaford
- The property, building and facilities known as Garvies Point Museum and Preserve (except catering on a non-exclusive basis).
- The property, building and facilities known as Tackapausha Museum (except catering on a non-exclusive basis).
- All preserves (except Elderfields, Bailevs Arboretum, the Holocaust Center at Welwyn, Sands Point Preserve, Chelsea, and Cedarmere) and pocket parks operated by the County (if service is needed).

Dover Price List 2016 Schedule A

| | Sleeves of Ice | |
|--------------------|--|--------------|
| Summer Camp | Delivered | \$13.50 each |
| | | |
| | Boxed Lunches Consisting of: | |
| | Tuna Wrap or Grilled Chicken Wrap | |
| Seniors Picnic | Bottle of water/ apple | \$9.75 each |
| | Hamburger or cheese burger, hot dog | |
| Veterans BBQ | bag of chips | \$11.00 pp |
| | Assorted Wraps/Rolls, Salad, chips & | |
| Lakeside Theatre | pretzels, soft drinks | \$14.50 pp |
| | Hamburger or cheese burger, hot | |
| | dog, bag of chips, soft drinks | \$12.00 pp |
| | Sausage w/ peppers & onions, | |
| | hamburgers, hot dogs, antipasto | |
| | salad, soft drinks, scooped italian ices | \$18.50 pp |
| Cruise To The Show | Continental Breakfast | \$12.00 pp |
| | BBQ Luncheon VIP Tent | • |
| | Chicken, Hot dog, Hamburgers, | |
| | Veggie Burgers, (3) Side Salads, soft | |
| | drinks and water | \$18.00 pp |
| | Harah wasan an ahaasa bungsa bat | |
| | Hamburger or cheese burger, hot | ¢12.00 mm |
| | dogs, bag of chips, and soft drinks | \$12.00 pp |

SCHEDULE A UNIT PRICE LIST AS OF JANUARY 1, 2016

| ITEM DESCRIPTION | UNIT PRICE | PRICING BASIS |
|--|-------------|----------------------------------|
| PICNIC TRADITIONAL - HAMBURGERS, HOT | · · · · · | |
| DOGS INCLUDES SALADS, FIXINGS SOFT | | |
| DRINKS | \$12.00 | PER PERSON |
| PICNIC TRADITIONAL Plus Sausage, peppers | | |
| & Onions, Antipasto salad, Italian Ices, | | |
| Assorted Beverages | \$18.50 | PER PERSON |
| GRILLED Marinated Chicken | \$4.00 | PER PERSON |
| GRILLED Marinated Skirt Steak | \$6.00 | PER PERSON |
| BBQ RIBS | \$5.00 | PER PERSON |
| BBQ PULLED PORK | \$5.00 | PER PERSON |
| TURKEY BURGERS | \$3.00 | PER PERSON |
| VEGETARIAN BURGERS | \$4.50 | PER PERSON |
| TOSSED SALAD | \$3.00 | PER PERSON |
| POTATO SALAD | \$3.00 | PER PERSON |
| COLE SLAW | \$3.00 | PER PERSON |
| MACARONI SALAD | \$3.00 | PER PERSON |
| SANDWICHES | | PER PERSON |
| | | |
| CHICKEN TENDERS | \$7.00 | PER PERSON |
| FRENCH FRIES | \$3.00 | PER PERSON |
| KETTLE CORN | \$3.50 | PER PERSON |
| BOTTLED BEVERAGES | \$3.50 | PER CAN/BOTTLE |
| BEER DOMESTIC | | PER CAN/BOTTLE |
| BEER IMPORTED | | PER CAN/BOTTLE |
| CANDY/CHIPS | \$1.50-2.00 | |
| COFFEE SERVICE | \$4.00 | PER PERSON |
| BREAKFAST: Bagels, Muffins, danish, butter | | |
| & Cream cheese, Coffee, Tea Service, | | |
| Necessary Condiments, plastic & paper | | |
| goods | \$14.95 | PER PERSON |
| PREPAID VOUCHERS | | PER PERSON |
| ICE CREAM | \$3.00-4.00 | PER PERSON |
| ICE (SLEEVE) | \$13.50 | EACH |
| STAFFING | \$16.00 | PER HOUR |
| NOTE ALL CATERING INCLUDES DISHES, | | |
| NAPKINS, CUTLERY, CONDIMENTS | | |
| | | |
| Cotton Candy Machine | \$295.00 | FOR 75-100 SERVINGS IF GENERATOR |
| Sno Cone Machine | \$295.00 | FOR 75-100 SERVINGS OR ELECTRIC |
| Pop corn Machine | \$295.00 | FOR 75-100 SERVINGS IF GENERATOR |
| * | * | |
| | | |
| | | |
| | | |
| | | |

DOVER

Dover Caterers • 27 St. Johns Place, Freeport, NY • 516.933.4444 • www.dovercaterers.com

\$295 - Includes first 50 pieces of Ice Gream & Truck Rental. \$3.00 - For each Additional Piece 🦸 🦠

Our Carnival Ice Cream Truck includes an assortment of the following items:

Oreo Ice Cream Bar
Toasted Almond
Chocolate Eclair
Rainbow Pop Ups
Strawberry Shortcake
Giant Vanilla Sandwich
Mega Missle Popsicle
Premium Vanilla Bar
Cookie Sandwich
Snow Cone
Sponge Bob

























| Guests | 50-99 | 100-299 | 300-499 | 500+ |
|--------------------|---------|---------|---------|---------|
| MENU PER PERSON | | | | |
| TRADITIONAL | X | \$25.95 | \$23.95 | \$21.95 |
| ORIGINAL | \$30.95 | \$29.95 | \$28.95 | \$27.95 |
| ALL AMERICAN | \$33.95 | \$32.95 | \$31.95 | \$30.95 |
| PRESIDENTIAL | X | \$42.95 | \$40.95 | \$39.95 |

THERE ARE NEVER ANY "HIDDEN FEES" IN OUR MENU SELECTIONS. WE PRIDE OURSELVES IN PROVIDING OUR GUESTS WITH THE HIGHEST QUALITY PACKAGES THAT INCLUDE: DELIVERY, SET-UP, FOOD, BEVERAGES, ICE, PAPER GOODS, CONDIMENTS, CATERING EQUIPMENT, SERVICE STAFF and CATERING MANAGER.

Above prices are based upon per person and are subject to 8.625% Sales Tax and 20% Administration Service Fee*

*The Administration Service Fee does not represent a gratuity or tip for the service employees of Dover Caterers.

















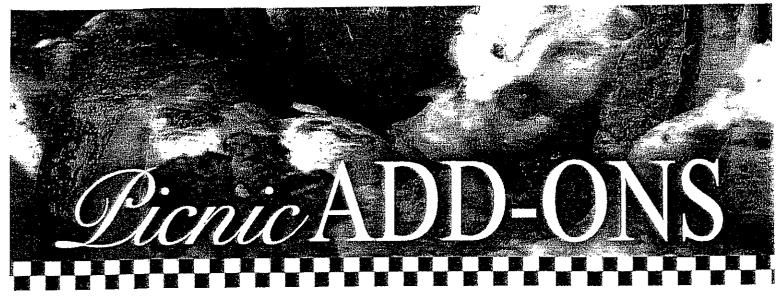












In addition to our packages the following items can be added on:

\$6.00 per person Grilled Marinated Skirt Steak \$4.00 per person Grilled Marinated Chicken \$5.00 per person Savory BBQ Ribs \$5.00 per person Pulled BBQ Pork \$3.00 per person Turkey Burgers \$4.50 per person Vegetarian Burgers

Grilled Kabobs - skewered with grilled vegetables

- Shrimp

Steak

Chicken

Kosher Meal

\$8.00 per person \$8.00 per person

\$5.00 per person

\$19.95 each

Sides

\$3.00 per person Tossed Salad Potato Salad \$3:00 per person \$3.00 per person Cole Slaw \$3.00 per person Macaroni Salad Pasta Salad \$3.00 per person \$5.00 per person Deluxe Salads (call for choices) Chips & Pretzels \$3.00 per person

Other Options

\$65.00 each Cheese Platter Crudite Platter \$65.00 each Hummus & Chips \$40.00 each \$65.00 each Fruit Platter

Beverages

\$3.00 per person Soft Drinks \$4.00 per person Hot Beverages

Beer & Wine \$15.00 per person \$20.00 per person House Liquor \$25.00 per person Premium Liquor

Alcohol Permit required \$125.00 Must obtain 21 days in advance of event

Dessert

Occasion Cake \$3.50 per person Cookies & Pastries \$3.50 per person



























TRADITIONAL MENU PACKAGE INCLUDES:

100% All Beef Frankfurters 100% All Beef Hamburgers

SIDE DISHES:

Choice of 3:

Macaroni Salad • Creamy Potato Salad Corn on the Cob • Baked Beans • Crispy Cole Slaw Pasta Salad • Tossed Garden Salad

ALSO INCLUDED IN THIS PACKAGE:

Assorted Soft Drinks, Bottled Water, Ice & Sliced Watermelon Complete "Fixin's Bar" with Lettuce, Tomato, Onion, Cheese, Sauerkraut, Relish, Salt & Pepper

- Serving Tables with Linen Cloths & Skirting
- The finest quality of paper goods & plastic products
- BBQ Grills, Chafing Dishes & Serving Utensils
- Catering Manager & Service Staff

We can customize any menu to fit your needs.

Ask us about our picnic enhancement "add-ons" • Minimum 100 Guests for above Menu





























ORIGINAL MENU PACKAGE INCLUDES:

100% All Beef Frankfurters • 100% All Beef Hamburgers

Choice of Chicken:

BBQ Chicken (quartered pieces) • Grilled Marinated Bonelss Chicken Breasts served: Lemon Herb • Southwestern • House Blend

SIDE DISHES:

Choice of 3:

Macaroni Salad • Creamy Potato Salad Corn on the Cob • Baked Beans • Crispy Cole Slaw Pasta Salad • Tossed Garden Salad

ALSO INCLUDED IN THIS PACKAGE:

Assorted Soft Drinks, Bottled Water, Ice & Sliced Watermelon Complete "Fixin's Bar" with Lettuce, Tomato, Onion, Cheese, Sauerkraut, Relish, Salt & Pepper

- Serving Tables with Linen Cloths & Skirting
- The finest quality of paper goods & plastic products
- BBQ Grills, Chafing Dishes & Serving Utensils
- Catering Manager & Service Staff

We can customize any menu to fit your needs.

Ask us about our picnic enhancement "add-ons". Minimum 50 Guests for above Menu





























ALL AMERICAN MENU PACKAGE INCLUDES:

100% All Beef Frankfurters • 100% All Beef Hamburgers

Choice of Chicken:

BBQ Chicken (quartered pieces) • Grilled Marinated Chicken Breasts served: Lemon Herb • Southwestern • House Blend

Choice of Pork:

Sausage with Peppers & Onions • Pulled BBQ Pork • Boneless Marinated Pork Chops

SIDE DISHES:

Choice of 3:

Macaroni Salad • Creamy Potato Salad • Corn on the Cob • Baked Beans Crispy Cole Slaw • Pasta Salad • Tossed Garden Salad

ALSO INCLUDED IN THIS PACKAGE:

Assorted Soft Drinks, Bottled Water, Ice & Sliced Watermelon Complete "Fixin's Bar" with Lettuce, Tomato, Onion, Cheese, Sauerkraut, Relish, Salt & Pepper

- Serving Tables with Linen Cloths & Skirting
- The finest quality of paper goods & plastic products
- BBQ Grills, Chafing Dishes & Serving Utensils
- Catering Manager & Service Staff

We can customize any menu to fit your needs.

Ask us about our picnic enhancement "add-ons" • Minimum 50 Guests for above Menu















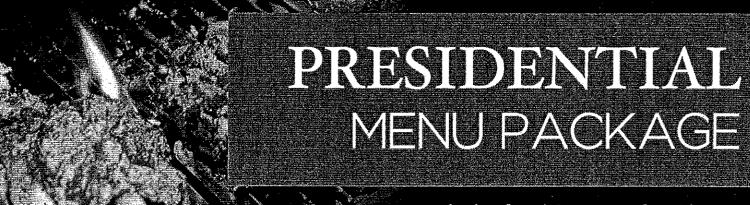












includes food & service for 4 hours

PRESIDENTIAL MENU PACKAGE INCLUDES:

Sliced Marinated Grilled Steak • 100% All Beef Frankfurters • 100% All Beef Hamburgers

Choice of Chicken:

BBQ Chicken (quartered pieces) • Grilled Marinated Chicken Breasts served: Lemon Herb • Southwestern • House Blend

Choice of Pork:

BBQ Pork Ribs • Sausage with Peppers & Onions Pulled BBQ Pork • Boneless Marinated Pork Chops

SIDE DISHES:

Choice of 5:

Macaroni Salad • Creamy Potato Salad • Corn on the Cob • Baked Beans Grilled Vegetables • Crispy Cole Slaw • Pasta Salad • Tossed Garden Salad

ALSO INCLUDED IN THIS PACKAGE:

Assorted Soft Drinks, Bottled Water, Ice & Sliced Watermelon Complete "Fixin's Bar" with Lettuce, Tomato, Onion, Cheese, Sauerkraut, Relish, Salt & Pepper

- Serving Tables with Linen Cloths & Skirting
- The finest quality of paper goods & plastic products
- BBQ Grills, Chafing Dishes & Serving Utensils
- Catering Manager & Service Staff
- **BONUS COMPLIMENTARY ICE CREAM TRUCK

We can customize any menu to fit your needs.

Ask us about our picnic enhancement "add-ons" • Minimum 100 Guests for above Menu

OVER CATERERS



























| Guests | 50-99 | 100-299 | 300-499 | 500+ |
|--------------------|---------|---------|---------|---------|
| MENU PER PERSON | | | | |
| TRADITIONAL | X | \$25.95 | \$23.95 | \$21.95 |
| ORIGINAL | \$30.95 | \$29.95 | \$28.95 | \$27.95 |
| ALL AMERICAN | \$33.95 | \$32.95 | \$31.95 | \$30.95 |
| PRESIDENTIAL | X | \$42.95 | \$40.95 | \$39.95 |

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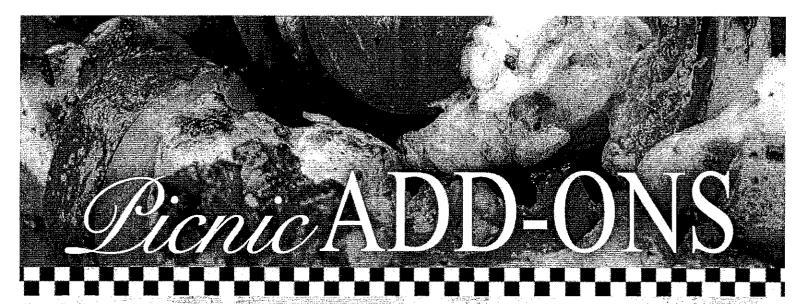












In addition to our packages the following items can be added on:

Grilled Marinated Skirt Steak \$6.00 per person Grilled Marinated Chicken \$4.00 per person Savory BBQ Ribs \$5.00 per person Pulled BBO Pork \$5.00 per person Turkey Burgers \$3.00 per person Vegetarian Burgers \$4.50 per person

Grilled Kabobs - skewered with grilled vegetables

- Shrimp
- Steak
- Chicken

Kosher Meal

\$8.00 per person

\$8.00 per person

\$5.00 per person

\$19.95 each

Sides

Tossed Salad \$3.00 per person Potato Salad \$3.00 per person Cole Slaw \$3.00 per person Macaroni Salad \$3.00 per person \$3.00 per person Pasta Salad \$5.00 per person Deluxe Salads (call for choices)

Chips & Pretzels \$3.00 per person

Other Options

Cheese Platter \$65.00 each Crudite Platter \$65.00 each Hummus & Chips \$40.00 each \$65.00 each Fruit Platter

Beverages

Soft Drinks \$3.00 per person Hot Beverages \$4.00 per person

Beer & Wine \$15.00 per person \$20.00 per person House Liquor Premium Liquor \$25.00 per person

Alcohol Permit required \$125,00 Must obtain 21 days in advance of event

Dessert

Occasion Cake \$3,50 per person Cookies & Pastries \$3.50 per person























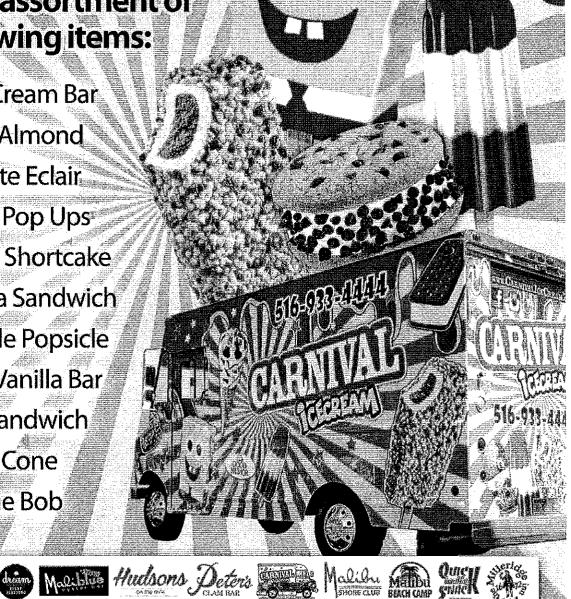


Dover Caterers • 27 St. Johns Place, Freeport, NY • 516.933.4444 • www.dovercaterers.com

\$295 - Includes first 50 pieces of Ice Cream & Truck Rental \$3.00 - For each Additional Piece

Our Carnival Ice Cream Truck includes an assortment of the following items:

Oreo Ice Cream Bar **Toasted Almond** Chocolate Eclair Rainbow Pop Ups Strawberry Shortcake Giant Vanilla Sandwich Mega Missle Popsicle Premium Vanilla Bar Cookie Sandwich **Snow Cone** Sponge Bob























SCHEDULE A UNIT PRICE LIST AS OF JANUARY 1, 2016

| | DREAM EVENT 2016 EQUIPMENT RENTAL PRICE LIST | | | | | |
|--|--|-----------------|----------------------|--|--|--|
| ITEM DESCRIPTION | DAILY PRICE | WEEKLY PRICE | OVERTIME PRICE*** | PRICING BASIS | | |
| | | | | PER TENT INCLUDES SET-UP, BREAKDOWN & | | |
| 10x10 Frame tent | \$395.00 | add 60% | n/a | SIDEWALLS | | |
| 20X20 Frame Tent | \$585.00 | add 60% | n/a | PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS | | |
| | · · · · · · · · · · · · · · · · · · · | | .,,. | PER TENT INCLUDES SET-UP, BREAKDOWN & | | |
| 20x30 Frame Tent | \$760.00 | add 60% | n/a | SIDEWALLS PER TENT INCLUDES SET-UP, BREAKDOWN & | | |
| 20x40 Tent | \$870.00 | add 60% | n/a | SIDEWALLS | | |
| 30x45 Tent | \$1,055.00 | add 60% | n/a | PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS | | |
| 20xCO Teet MANU | | -44 000 | | PER TENT INCLUDES SET-UP, BREAKDOWN & | | |
| 30x60 Tent NAVI | \$1,255.00 | add 60% | n/a | SIDEWALLS PER TENT INCLUDES SET-UP, BREAKDOWN & | | |
| 40x60 Tent NAVI | \$2,250.00 | add 60% | n/a | SIDEWALLS PER TENT INCLUDES SET-UP, BREAKDOWN & | | |
| 40x80 Tent | \$5,925.00 | add 60% | n/a | SIDEWALLS | | |
| 50x80 Tent Navi | \$5,575.00 | add 60% | n/a | PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS | | |
| | | | | PER TENT INCLUDES SET-UP, BREAKDOWN & | | |
| 60x100 Tent POLE | \$6,295.00 | add 60% | n/a | SIDEWALLS | | |
| 60x120 POLE Tent | \$8,060.00 | add 60% | n/a | PER TENT INCLUDES SET-UP, BREAKDOWN & SIDEWALLS | | |
| | | | | PER TENT INCLUDES SET-UP, BREAKDOWN & | | |
| 60x160 Tent POLE | \$9,050.00 | add 60% | n/a | SIDEWALLS | | |
| 6 ft table | \$12.00 | add 60% | n/a | PER TABLE | | |
| 8 ft table | \$12.00 | add 60% | n/a | PER TABLE | | |
| 60" INCH ROUND | \$12,00 | add 60% | n/a | PER TABLE | | |
| 72" INCH ROUND | \$13.00 | add 60% | n/a | PER TABLE | | |
| TABLE SKIRTING 13" LONG | \$21.00 | add 60% | n/a | PER SKIRT | | |
| White Plastic folding chair | \$2.95 | add 60% | n/a | PER CHAIR | | |
| White Plastic folding chair WITH CUSHION | \$4.95 | add 60% | n/a | PER CHAIR | | |
| SET UP OF CHAIRS | \$0.50 | | n/a | PER CHAIR | | |
| SET UP OF TABLES | \$1.00 | | n/a | PER TABLE | | |
| EXTRA SIDEWALLS | \$35.00 | | n/a | EACH | | |
| 16x 16 x3" STAGE WITH STEPS & | \$33.00 | | 11/ a | EACH | | |
| SKIRTING | \$1,495.00 | | n/a | EACH | | |
| 16X24 STAGE 4X4 STAGING RAMP | | | | | | |
| PANELS, 4' HALF VERTICAL RAILINGS, | | | | | | |
| 8' HALF VERTICAL RAILING | \$2,495.00 | | n/a | EACH | | |
| SAFETY KITS PER FIRE MARSHAL | \$200.00 | | n/a | PER TENT | | |
| TENT STAKES IRRIGATION DAMAGE INSURANCE | \$295.00 | | n/a | PER ???? | | |
| GENERATORS LIST PRICES PER SIZES | 4233.00 | | | | | |
| IE 30KW - 500KW DELIVERY | | | n/a | INCLUDES CABLES, ACCESSORIES & FUEL | | |
| | | | | \$100-\$250 PER JOB | | |
| *** DEFINE OVERTIME BASIS | | | | | | |
| PER HOUR | | | | | | |
| | E | NTERTAINMENT I | RENTALS | | | |
| | DAILY PRICE/ | , | OVERTIME PRICE | | | |
| ITEM DESCRIPTION | 4 HOURS | WEEKLY PRICE | Per Hour | PRICING BASIS | | |
| Shark Attack Slide | \$1,295.00 | n/a | \$195.00 | INCLUDES DELIVERY, SET UP AND BREAKDOWN/GENERATOR | | |
| The state of the s | <i>44,4,00,000</i> | 11/ 0 | Q233,00 | INCLUDES DELIVERY, SET UP AND | | |
| Polar Bear Plunge slide | \$995.00 | n/a | \$195.00 | BREAKDOWN/ <i>GENERATOR</i> | | |

SCHEDULE A UNIT PRICE LIST AS OF JANUARY 1, 2016

| | | | | INCLUDES DELIVERY, SET UP AND |
|---------------------------------|--------------|-----|----------|-------------------------------|
| Tiki Adventure Obsatacle Course | \$795.00 | n/a | \$195.00 | BREAKDOWN <i>/GENERATOR</i> |
| | | | | INCLUDES DELIVERY, SET UP AND |
| Treasure island Obstacle course | \$895.00 | n/a | \$195.00 | BREAKDOWN <u>/GENERATOR</u> |
| | | | | INCLUDES DELIVERY, SET UP AND |
| Flying Dragon CARNIVAL STYLE | \$1,500.00 | n/a | \$350.00 | BREAKDOWN <u>/GENERATOR</u> |
| | | | | INCLUDES DELIVERY, SET UP AND |
| Park DJ | \$895.00 | n/a | \$195.00 | BRÉAKDOWN <u>/GENERATOR</u> |
| | | | | INCLUDES DELIVERY, SET UP AND |
| Face Painter | 250 PER HOUR | n/a | n/a | BREAKDOWN <u>/GENERATOR</u> |
| | | | | INCLUDES DELIVERY, SET UP AND |
| Balloon Twisters | 250 PER HOUR | n/a | n/a | BREAKDOWN <u>/GENERATOR</u> |
| | | | | INCLUDES DELIVERY, SET UP AND |
| World of Disney Bounce | \$550.00 | n/a | \$195.00 | BREAKDOWN <i>/GENERATOR</i> |
| Combo Bounce | \$695.00 | n/a | \$195.00 | |

ADDITIONAL TENT SIZES, ENTERTAINMENT EQUPMENT CAN BE ADDED PROVIDED UNIT PRICES ARE AGREED TO IN ADVANCE BY THE PARKS DEPARTMENT

| DREAM EVE | NT PLANNING | - Schedule A |
|-------------|----------------|--------------|
| ENTERTAINME | NT PRICING 201 | |

| ENTERTAINMENT PRICING 2016 | | | | | |
|---------------------------------------|--|-----------|---|--|--|
| ITEM | PRICE | ATTENDANT | NOTES | | |
| KIDDIE CENTER | | | | | |
| Mickey Play Center | \$595.00 | 1 | | | |
| Toy Town | \$595.00 | 1 | | | |
| OBSTACLE COURSE | The state of the s | | | | |
| Tiki Island | \$795.00 | 3 | | | |
| Treasure Hunt Island | \$895.00 | 3 | | | |
| Fire Hall | \$1,295.00 | 3 | | | |
| Special Ops | \$995.00 | 2 | Great for Kids and Adults | | |
| Fun House Maze | \$695.00 | 2 | | | |
| Candy Store | \$795.00 | 2 | **NEW** | | |
| INFLATABLE GAMES | | | | | |
| Batters Up | \$395.00 | 1 | | | |
| Speed Pitch | \$595.00 | 1 | | | |
| Shooting Star | \$395.00 | 1 | | | |
| Box N' Bounce | \$695.00 | 1 | Boxing Gloves and Head Gear | | |
| Rock N' Roll | \$695.00 | 1 | Jousting Poles and Head Gear | | |
| Gun Smoke | \$895.00 | 1 | | | |
| Blast Zone | \$795.00 | 2 | **NEW** | | |
| SLIDES " " | | | | | |
| Cars Challenge | \$850.00 | 1 | | | |
| Sports Slide | \$695.00 | 2 | 7 () v v · · · · · · · · · · · · · · · · · | | |
| Helix Slide | \$895.00 | 2 | | | |
| Arctic Plunge w/Polar Bear | \$995.00 | 2 | | | |
| Taninical | \$695.00Dry | | | | |
| Tropical Splash | \$795.00Wet | 2 | | | |
| Water Slide | \$695.00 W/D | 2 | Tropical Splash without extension | | |
| Truck Crane Slide | \$995.00 | 2 | **NEW** | | |
| Shark Slide | \$1,295.00 | 2 | **NEW** | | |
| Fun House Slide | \$995.00 | 2 | **NEW** | | |
| · · · · · · · · · · · · · · · · · · · | <u></u> | | · | | |

| INFLATABLE COMBOS | | | |
|-------------------------|----------|---|---|
| Dalmation | \$695.00 | 1 | |
| Fire Truck | \$695.00 | 2 | |
| Hello Kitty | \$695.00 | 1 | |
| BOUNGERS | | | |
| Disney Jump | \$550.00 | 1 | |
| Sponge Bob Square Pants | \$550.00 | 1 | |
| Camelot Castle | \$550.00 | 1 | |
| Candy Land Play Center | \$595.00 | 1 | ** NEW** |
| Ice Cream Truck | \$550.00 | 1 | ** NEW** |
| Skid Loader | \$695.00 | 1 | ** NEW** |
| Ferris Wheel Bounce | \$695.00 | 1 | ** NEW** |
| CARNIVAL | | | |
| Carnival Circle | \$495.00 | 1 | |
| Slot Machine Cash Cube | \$695.00 | 1 | |
| Balloon Pop | \$75.00 | 1 | 2 games 1 booth \$450.00 Each booth 1 attendant |
| Down A Clown | \$75.00 | 1 | 4 games 2 booths \$800.00 each booth 1 attendant |
| Ring Toss | \$75.00 | 1 | 6 games 3 booths \$1000.00 each booth 1 attendant |
| Fish Bowl | \$75.00 | 1 | 2 games 1 booth \$450.00 Each booth 1 attendant |
| Bulls Eye | \$75.00 | 1 | 4 games 2 booths \$800.00 each booth 1 attendant |
| Hit The Bucket | \$75.00 | 1 | 6 games 3 booths \$1000.00 each booth 1 attendant |
| Mini Striker | \$295.00 | 1 | |
| High Striker | \$595.00 | 1 | \$700.00 Both High/Mini |

| GAMES . | | | |
|---------------------|------------|-------|--|
| Giant Connect Four | \$395.00 | | **NEW** |
| Giant Jenga | \$250.00 | | **NEW** |
| Corn Hole | \$295.00 | 15.00 | |
| Mini Golf | \$995.00 | | 9 hole |
| Boom Blaster | \$300.00 | 1 | **NEW** |
| GAME TABLES | | | |
| Ping Pong | \$295.00 | 1 | (1) attendant for up to 3 tables |
| Air Hockey | \$295.00 | 1 | |
| Foosball | \$295.00 | 1 | |
| Pop-A-Shot | \$295.00 | 1 | |
| MECHANICAL RIDES | | | |
| Quad Trampoline | \$1,995.00 | 2+- | |
| Tubs of Fun | \$1,750.00 | 2+ | |
| Flying Dragon | \$1,750.00 | 2+ | |
| Helicopters | \$1,150.00 | 2+ | |
| Lil Swing | \$1,150.00 | 2+ | |
| Trackless Train | \$1,500.00 | 2+ | - |
| Up Roar | \$1,750.00 | 2+ | 40 40 40 40 40 40 40 40 40 40 40 40 40 4 |
| Zip Line | \$5,500.00 | 2 ÷ | |
| Dixie Twister | \$1,750.00 | 2+ | V (III) (IIII) (III) (IIII) (III) (III) (III) (III) (IIII) (III |
| Ferris Wheel | \$1,750.00 | 2 + | // |
| CONCESSION MACHINES | | | Servings: |
| Cotton Candy | \$295.00 | 1 | Up to 100 Servings/\$1.50 each additional NEEDS ELECTRIC Cotton Candy is Kosher |
| Sno Cone | \$295.00 | 1 | Up to 75 Servings/\$1.50 each additional NEEDS ELECTRIC |
| Pop Corn | \$295.00 | 1 | Up to 75 Servings/\$1.50 each additional NEEDS ELECTRIC Popcorn is NOT made w/peanut oil |

| EXTRA ENTERTAINMENT | | | | |
|--|----------------------------------|---|---|--|
| Build A Bear | \$495.00 + \$25.00per bear | 2 | Includes large stuffing machine shaped as a bear. \$25.00 each bear with 1 outfit. Minimum of 25 bears. If you want with the kiosk it is \$295.00 with clothes. | |
| PARK DJ | \$895.00 | | No DJs in Belmont or VS | |
| DJ & Emcee | \$1,495.00 | | | |
| DJ & Emcee & Dancers | \$1,995.00 | | | |
| Dunk Tank | \$795.00 | 1 | 4 Hour Rental | |
| Air Brush Tattoo Artist | \$550.00per hr | | Minimum of (2) hours | |
| Face Painters & Balloon Twisting | \$250.00per hr | | 10-15 Faces per hour. Half the time Face Painting then half Balloon Twisting | |
| Magicians | \$275.00per hr | | Brings a live animal | |
| Multi-Talents | \$595.00per hr | | Stilt Walking/ joggling/balancing mini bike | |
| Petting Zoo | \$575.00 | | 2 hours of Service mamma goat, baby goats, chickens, ducks, rabbits, turtles | |
| Petting Zoo and (1) Pony | \$895.00 | | 2 hours of Service | |
| Pony Rides Only | \$495.00per hr | | \$250.00 each additional pony 25 kids per hour | |
| Exotic Animal Show | \$595.00per hr | | python, fox, praire dog, turtles, legless lizard, frogs, bearded dragon | |
| Game Trailer | \$650.00 | | 2 hours of Service | |
| Lazer Tag | \$585.00 | | 90 minutes of service | |
| Bubble Soccer | \$520.00 | | 60 minutes of service | |
| Insta Gram Photo Booth Open Air Photo Booth | \$1,295.00 | 1 | **NEW** | |
| Balloon Pillars | \$150.00 each | | drop off service but have to go back for poles | |
| Balloon Center Pieces | \$35.00 each | | drop off service | |
| PRIZES | | | | |
| Level 1 Treasure Box | \$250.00 | | Treasure Box including 144 prizes | |
| Level 2 6" Plush | \$795.00 | | 100 -6" Plush and Treasure Box 695.00 without Treasure Box 1-week notice for Plush Prizes | |
| Level 3 16" Plush | \$1,695.00 | | 100- 16" Plush and Treasure Box 1590.00 without Treasure Box 1-week notice for Plush Prizes | |

FAML6455 V4.2

NIFS PRODUCTION SYSTEM CURRENT YR BUDGET & OBLIGATION SUMMARY

05/05/2016 2:03 PM

LINK TO: ACTIVE

BALANCE (Y,M,Q,A) : Y FISCAL MO/YEAR : 05

INDEX

: 05 2016 MAY 2016

ORGANIZATION

PK10

ADMINISTRATION

CHARAC / OBJECT FDTP FUND SFND

X GF GEN GEN

PROJECT PROJ DTL GRANT GRANT DTL

UCODE/ORD#/DRC

GENERAL FUND

| S OBJECT DESCRIPTION DE CONTRACTUA EXP TOTAL REV - EXP | ORIG BUDGT | CUR BUDGET | CUR OBLIG | CUR BALANCE |
|--|------------|------------|-----------|-------------|
| | 4,369,500 | 4,369,500 | 1,005,318 | 3,364,182 |
| | 6,645,014 | 6,645,014 | 1,677,851 | 4,967,163 |
| | -2,668,014 | -2,668,014 | -965,726 | 1,702,288 |
| 11117 11111 | 2,000,011 | 2,000,014 | 300,720 | 1,702,200 |

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM VENDOR SUMMARY

05/06/2016 12:19 PM

ACTIVE

FISCAL MO/YEAR : 05 2016 VENDOR NUMBER : 132855155 VENDOR ALPHA :

DOVER GOURMET CORP

| S | VENDOR SUMMARY ENCUMBRANCES | MAY | 2016 . 00 | ANNUAL BALANCE . 00 | ALL YEARS BALANCE 33,737.65 |
|----|--------------------------------|---------|---------------------|---------------------|-----------------------------|
| | RETAINAGES | | .00 | .00 | .00 |
| | ACCRUALS | | | | |
| | | | .00 | .00 | .00 |
| | PAYMENTS | | .00 | .00 | 295,049.35 |
| | CASH RECEIPTS | | .00 | .00 | .00 |
| | ACCT RECVABLE | | .00 | .00 | .00 |
| | 1099 TOTALS | | | | .00 |
| | B/U WITHHOLDING | | | | |
| | B/U WITH PAID | | | | |
| | TX LIEN W/HELD | | .00 | .00 | .00 |
| | TAX LIENS PAID | | .00 | .00 | .00 |
| | ST BCKUP W/HOLD | | .00 | .00 | .00 |
| | ST BU W/H PAID | | | | |
| | | | .00 | .00 | .00 |
| F1 | -HELP F2-SELECT | | F4-PRI | OR F5-NEXT | |
| | | F9-LINK | | | |
| | | | | | |

GO14 - RECORD FOUND

DOVER GOURMET CORP. **DBA QUICK SNACK FOODS** & CARNIVAL ICE CREAM 27 ST JOHNS PLACE FREEPORT, NY 11520

CAPITAL ONE, NA 50-791/214

55479

4/4/2016

PAY TO THE ORDER OF ..

Treasurer of Nassau County

OID AFTER 120 DAYS

**266.00

Treasurer of Nassau County 1194 Prospect Avenue Westbury, New York 11590

Mir inc.

Dover \$100K Contract Fee 2016

DOVER GOURMET CORP. / DBA QUICK SNACK FOODS & CARNIVAL ICE CREAM

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Treasurer of Nassau County

4/4/2016

266.00

Dover Gourmet Corp. Dover \$100K Contract Fee 2016 266.00

DOVER GOURMET CORP. DBA QUICK SNACK FOODS & CARNIVAL ICE CREAM 27 ST JOHNS PLACE FREEPORT, NY 11520

CAPITAL ONE, NA 50-791/214

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4/4/2016

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Treasurer of Nassau County 1194 Prospect Avenue Westbury, New York 11590

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Dover \$100K Contract Fee 2016

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DOVER GOURMET CORP. / DBA QUICK SNACK FOODS & CARNIVAL ICE CREAM

Treasurer of Nassau County

4/4/2016

266.00

Dover Gourmet Corp. Dover \$100K Contract Fee 2016

266,00