

Contract ID:CNTEGST37111 Department: Information Technology

Capital:

SERVICE: Software Maintenance

NIFS ID #:CLIT17000001 NIFS Entry Date: 21-FEB-17

Term: from 01-APR-17 to 31-MAR-18

Amendment	
Time Extension: X	
Addl, Funds:X	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Quest Computer products	Vendor ID#: 561853189-01
Address: 807 Westbourne Grove Court	Contact Person: Peter Inglis
Colfax, North Carolina 27235	
	Phone: 919-644-6593

Department:	
Contact Name: Ed Eisenstein ** Vandana Manucha***	**Final Complete contract to
Address: 240 Old country Road	,
Mineola, NY 11501	
Phone: 516-571-3159	
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## **Routing Slip**

Department	NIFS Entry: X	23-FEB-17 VMANUCHA
Department	NIFS Approval: X	07-MAR-17 NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-MAR-17 RDALLEVA
OMB	NIFS Approval: X	20-MAR-17 MRONAN
County Atty.	Insurance Verification: X	07-MAR-17 DMCDERMOTT
<b>nounty Atty.</b>	Approval to Form: X	07-MAR-17 DMCDERMOTT

Dep. CE	Approval: X	20-APR-17 CRIBANDO
Leg. Affairs	Approval/Review: X	21-MAR-17 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## **Contract Summary**

Purpose: One year maintenance renewal 04/01/17-03/31/2018.

Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.

Method of Procurement: See attached executive order and department head justification

Procurement History: See attached executive order and department head justification.

**Description of General Provisions:** This agreement and the related services originally became effective on April 1, 1996 and now being extended further until March 31, 2017. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the Contractor, while using the CompuCourt product in order to protect against critical systems failures as well as routine service needs and repairs.

Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/2017 ¿ 3/31/2018 = 98,073.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

## **Advisement Information**

BUDG	GET CODES
Fund:	ITGEN1400
Control:	
Resp:	
Object:	DE5A5
Transaction:	
Project #:	
Detail:	

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT	
Revenue		
Contract:		
County	98073	
Federal	0	
State	0	
Capital	0	
Other	0	
TOTAL	98073	

LINE	INDEX/OBJECT CODE	AMOUNT
19	ITGEN1400/DE5A5	98073
		0
		0
		0
		0
		0
	TOTAL	98073

## NIFA Nassau County Interim Finance Authority

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

1. Vendor: Quest Computer products	
2. Dollar amount requiring NIFA approval: \$98073	
Amount to be encumbered: \$98073	
This is a Amendment	
If new contract - \$ amount should be full amount of coll fadvisement - NIFA only needs to review if it is incredifferent amount - \$ amount should be full amount of amount of amount of amount of amount should be full amount of	asing funds above the amount previously approved by NIFA
3. Contract Term: 4/1/17-3/31/18  Has work or services on this contract commenced	?Y
If yes, please explain: Ongoing maintenance servi used at the Traffic & Parking Violations Agency	ces for Software Product CompuCourt
4. Funding Source:	
X General Fund (GEN) Capital Improvement Fund (CAP) Other	Grant Fund (GRT) Federal % 0 State % 0 County % 0
Is the cash available for the full amount of the contract If not, will it require a future borrowing?	et? Y N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A
5. Provide a brief description (4 to 5 sentences) o	f the item for which this approval is requested:
One year maintenance renewal 4/1/17-03/31/18. Critical maintenance services for the software product CompuCo	ourt which is used at the Traffic & Parking Violations Agency.
6. Has the item requested herein followed all pro	per procedures and thereby approved by the:
Nassau County Attorney as to form	Υ
Nassau County Committee and/or Legislature	
Date of approval(s) and citation to the resoluti	on where approval for this item was provided:

Contract ID Date Amount

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

#### **AUTHORIZATION**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al 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 deliberation s.

RDALLEVA

20-MAR-17

Authenticated User

Date

#### COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA: \_

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND QUEST COMPUTER PRODUCTS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. to provide support and maintenance for the software for the Traffic Parking Violations Agency, 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 amended agreement with Quest Computer Products, Inc. George Maragos Comptroller



#### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

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

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

CONTRACTOR NAME: Quest Compt	<u>iter Products</u>		
CONTRACTOR ADDRESS: 807 Westbo	urne Grove cou	ırt, Colfax, NC 272	35
FEDERAL TAX ID #:561853189-01			
Instructions: Please check the appropria	•		following
I.   The contract was awarded to the low for sealed bids. The contract was awarded in	after a request	for sealed bids was	published
in[date]. The sealed bids were publicly opened on sealed bids were received and opened.		[date].	[#] of
II. ☐ The contractor was selected pursua ☐ the Contract was entered into after a written reconstruction [date]. Potential proposers were made aware of the	quest for proposals ne availability of th	s was issued on ne RFP by	
[newspaper advertisement, posting on website, macopies of the RFP. Proposals were due on received and evaluated. The	ailing, etc.]	[#] of potential propos	ers requested
ranked. As a result of the scoring and ranking (atta	[list members]	. The proposals were	e scored and
TALESCORE ALL AL SAMOLINA COM AVAR CANAVATED ANYONE SAMITTERETED (PROPER			~~****

III. {X} This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on June 18,1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).
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.
$\square$ A. The contract has been awarded to the proposer offering the lowest cost proposal; <b>OR</b> :
<b>B.</b> The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. □ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
□ <b>D.</b> 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.

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

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

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

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

Department Head Signature

Data

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

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





## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or years prior to the date of this disclosure campaign committees of any of the followmmittees of any candidates for any of Executive, the County Clerk, the Comp	cers of the vendor provided campaign contributions in Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the owing Nassau County elected officials or to the campaign of the following Nassau County elected offices: the County otroller, the District Attorney, or any County Legislator?
If yes, to what campaign committee?	
no CAMPAIGN CONTR	Butions
	st be signed by a principal of the consultant, contractor or a firm for the purpose of executing Contracts.
The undersigned affirms and so swears statements and they are, to his/her know	that he/she has read and understood the foregoing wledge, true and accurate.
identified above were made freely and	ffirms that the contribution(s) to the campaign committees without duress, threat or any promise of a governmental
benefit or in exchange for any benefit of	or remuneration.
,	Vendor: Quest Computer Products, Inc. Signed: Peter Lanson eluglis
Dated: 1/26/17	Signed: Peter Lanson eluglis
	Print Name: Peter LANGON INGLIS
	Title: PresidenT

## Exhibit B



## COUNTY OF NASSAU

## LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
nme
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
none
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
none

Page 2 of 4
•
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.
chonia) for each activity holds. See page 4 for a complete activity activity holds.
none
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
none

Dated: 126/17

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?
none
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Signed:

Title:

Print Name:

President

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.

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

#### PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name PETER LARSON INGLIS
	Date of birth 4- / 19 / 4 7
	Home address 807 West BOURNE Grove Ct.
	City/state/zip CocFax, NC 27235
	City/state/zip COLFAX, NC 27235  Business address 807 WestBourne Grove Ct.
	City/state/zip COLFAX, NC 27235
	Telephone 336 833 3260
	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 <u>4- / 1 / 1985</u> 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?  YES NO If Yes, provide details. 100% ourset by PETER LARGON INGLIS
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO <u>v</u> If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO <u>\( \ldots \)</u> ; If Yes, provide details.

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO <u>V</u> provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy oriate page and attach it to the questionnaire.
7.	In the organization	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO If Yes, provide details for each such instance.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO _v If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	bankru the pa bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO If Yes, provide details for each such conviction.

	e)	misdemeanor?
		YES NO If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO $ u$ If Yes, provide details for each such occurrence.
9.	In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO If Yes, provide details for each such investigation.	
10.	0. In addition to the information provided, in the past 5 years has any business or organizatio listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO/ If Yes; provide details for each such investigation.	
11.	respor	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such

#### **CERTIFICATION**

1 / 27 / 17 Date

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, Perce L. Englis , 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 21 day of Jonum 2017

Name of submitting business

Percent Tagle 1

Print name

#### **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

Qυ	IESTIONS).
Da	te: 1/26/17
1)	Proposer's Legal Name: Quest Computer Prevets, INC
2)	Address of Place of Business: 807 WEST BOXIENE Grown Ct. COLFAX, NC 27235
Lis	t all other business addresses used within last five years:
3)	Mailing Address (if different):
Pho	one: 336 833 3260
Do	es the business own or rent its facilities? <u> () ເ</u> ປະເທດ ເປັນ ເປັນ ເປັນ ເປັນ ເປັນ ເປັນ ເປັນ ເປັນ
4)	Dun and Bradstreet number:
5)	Federal I.D. Number: 56 ~ 185 3184
6) <b>(</b>	The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business?  Yes No If Yes, please provide details:
8)	Does this business control one or more other businesses? Yes No If Yes, please provide details:

9)	oes this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, ny other business? Yes No _v If Yes, provide details
10)	las the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau county or any other government entity terminated? Yes No   If Yes, state the ame of bonding agency, (if a bond), date, amount of bond and reason for such cancellation refeiture: or details regarding the termination (if a contract).
11)	las the proposer, during the past seven years, been declared bankrupt? Yes No Yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	the past five years, has this business and/or any of its owners and/or officers and/or any ffiliated business, been the subject of a criminal investigation and/or a civil anti-trust expression by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of criminal investigation and/or a civil anti-trust investigation by any federal, state or local rosecuting or investigative agency, where such investigation was related to activities erformed at, for, or on behalf of an affiliated business.  Yes No If Yes, provide details for each such investigation
13)	the past 5 years, has this business and/or any of its owners and/or officers and/or any ffiliated business been the subject of an investigation by any government agency, including ut not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, as any owner and/or officer of an affiliated business been the subject of an investigation by ny government agency, including but not limited to federal, state and local regulatory gencies, for matters pertaining to that individual's position at or relationship to an affiliated usiness. Yes No If Yes, provide details for each such investigation
14)	las any current or former director, owner or officer or managerial employee of this business ad, either before or during such person's employment, or since such employment if the harges pertained to events that allegedly occurred during the time of employment by the ubmitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes No <a href="#">Yes</a> , provide details for each such charge.
	b) Any misdemeanor charge pending? Yes No _ If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No

	if Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No If Yes, provide details for each such occurrence.
business l	et (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 any professional license held? Yes No; If Yes, provide details for instance
pay any a limited to such year	est (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No If Yes, provide details for each . Provide a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire
	ailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict of a) con	f Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no flicts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  Proceedings of the conflict of the process of th
	(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.
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  IF AQUESTION OF CONFLICT OF INTEREST MINES, THE COUNTY ATTORNOUS OFFICE WILL BE CONTACTED FOR A DETERMINATION.

Α,	demor	e a resume or detailed description of the Proposer's professional qualifications, astrating extensive experience in your profession. Any prior similar experiences, and sults of these experiences, must be identified.	
	Should	the proposer be other than an individual, the Proposal MUST include:	
	i)	Date of formation;	
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;	
	iii)	Name, address and position of all officers and directors of the company;	
	iv)	State of incorporation (if applicable);	
	v)	The number of employees in the firm;	
	vi)	Annual revenue of firm;	
	vii)	Summary of relevant accomplishments	
	viii)	Copies of all state and local licenses and permits.	
В.	Indica	te number of years in business.	
c.	Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.		
D. Provide names and addresses for no fewer than three references for whom the Proposer's has provided similar services or who are qualified to evaluate the Proposer's capability perform this work.			
Company VILLAGE of Great Neck PLAZA			
Contact Person PAT WOLFE		ct Person PAT WOLFE	
	Addre	ss 2 Gussack Plaza	
	City/S	tate Great Neck, NY 11022	
	Telepl	none 516-482-4500	
	Fax#	516-482-3503	
	E-Mail	Address	
-2.			

Company VIUAGE of FARMINDALE
Contact Person CHERYL CRUTHERS (court clerk)
Address 361 MAIN STREET
City/State FARMING Dale MY 11735
Telephone 516-293- 2292
Fax#516-249-0355
E-Mail Address
Company Viuage of Nockville Centre
Company VILLAGE of NOCKVILLE CENTRE  Contact Person CHRIS TARPINIAN (COURT CLEMA)
*
Contact Person CHRIS TARPINIAN (COURT CLEND)
Contact Person CHRIS THRPINIAN (court clerk)  Address PO Box 950
Contact Person CHRIS TARPINIAN (court cience)  Address PO Box 950  City/State Rockville Centre My 11571

From:

Pete Inglis

Sent:

Friday, April 21, 2017 3:12 PM

To:

Manucha, Vandana

Subject:

Re: Please email Quest's state of Incorporation, it's missing on the BHF

\$259,000 for 2016

On 4/21/2017 1:51 PM, Manucha, Vandana wrote:

Hello Peter,

Revenue. Please provide the Answer to that.

Thanks, Vandana

### **Professional Qualifications**

Quest Computer Products, Inc. was incorporated in 1985 as a Subchapter S Corporation. This company is wholly owned by Peter Inglis and has been in business for 31 years. The number of employees has varied from 1 to 4. Currently there is 1.

Quest has produced proprietary software packages to address the needs of many Long Island Municipalities.

**Recreation Department Software** 

**Parking Permits Software** 

Fire Department Software

Property Tax Software (ProTax)

Village Court Software (CompuCourt for Villages)

TPVA Court Software (CompuCourt for NC-TPVA)

The NC-TPVA court software was installed in 1995. Quest has supported the software for the last 21 years.

From:

Pete Inglis

Sent:

Friday, April 21, 2017 3:12 PM

To:

Manucha, Vandana

Subject:

Re: Please email Quest's state of Incorporation, it's missing on the BHF

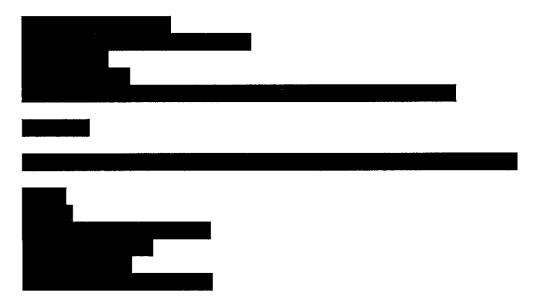
\$259,000 for 2016

On 4/21/2017 1:51 PM, Manucha, Vandana wrote:

Hello Peter,

Revenue. Please provide the Answer to that.

Thanks, Vandana



## **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, <u>Percell traging</u> , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
Sworn to before me this 27th day of January MAN20 177
Sworn to before me this 27th day of January MAN20 17th
Name of submitting business: Quest Comptue Village William
By: Veren Inquis  Print name  Signature
President
1 / 2 2 / 1 2

### COUNTY OF NASSAU

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

1. Name of the Entity: Quest Comparter Products, INC
Address: 807 WestBOURNE Grove Ct.
City, State and Zip Code: COLPAX, NC 27235
2. Entity's Vendor Identification Number:
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held Corp _ 5 ~ Cov POther (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):
Peter Inguis
807 LestBouers Grove Ct.
COLPAX NC 27235
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.
PETER INGLIS
807 WESTBOURNE Grove Ct.
COLPAX NC 27235

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
Mone
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
(a) Name, title, business address and telephone number of lobbyist(s):
none

## Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.
MET Applic Ance
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
NET APPLICABLE
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
Dated: 1/26/17 Signed: Pila Lenglis
Print Name: PETER INGLIS
Print Name: PETER INCLIS  Title: President

#### Amendment #14

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

#### WITNESSETH:

WHEREAS, the Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended hereafter on June 18, 1999, August 8, 2000, June 13,2003, July 10,2006, April 28,2008, April 7, 2009, April 7, 2010, March 23, 2011, June 13, 2012, April 30, 2013, May 9, 2014, June 4, 2015 and May 19, 2016 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, was from June 18, 1996 through March 31, 2017 (the "Original Term"); and

WHEREAS, ComputCourt License agreement #C-34861 dated November 1, 1994 requires the County to retain the Contractor to provide maintenance while using the Services; and

WHEREAS, the County and the Contractor desire to renew and extend the Original Agreement in accordance with the terms and conditions set forth herein; and

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

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

- 1. <u>Term Renewal</u>. The Original Term shall be renewed for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be March 31, 2018. Notwithstanding the foregoing, the County may renew the Amended Agreement for one (1) additional one (1) year term at the County's sole discretion.
- 2. <u>Payment</u>. The fees under this Amendment Agreement shall be payable in accordance with the fee schedule set forth in Exhibit "A".
- 3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

## QUEST COMPUTER PRODUCTS, INC.

By: Put Lelyll								
Name: PETER L. INGLIS								
Title: Presiont								
Date: 1/26/17								
NASSAU COUNTY								
Ву:								
Name:								
Title: Deputy County Executive								

Date:

PLEASE EXECUTE IN BLUE INK

#### STATE OF NORTH CAROLINA

) ss.	• 1 •				
COUNTY OF FORSYTH)					
On the day of day of to me personal that he or she resides in the County of Charles and that he or she signed his corporation.  NOTARY PUBLIC	the corporation	_; that he or sho described herei	e is the \(\int(\left(\left(\sigma\)) estimates in and which execu	dent c	ð
STATE OF NEW YORK)					
) ss.:					
COUNTY OF NASSAU)					
On the day of			<del>-</del>		
	•		ne duly sworn, did		
that he or she resides in the County of _		_; that he or sh	e is a Deputy Cour	nty Executive of	f
the County of Nassau, the municipal con	rporation describ	ed herein and	which executed the	e above	
instrument; and that he or she signed his	s or her name the	ereto pursuant t	to Section 205 of t	he County	

NOTARY PUBLIC

Government Law of Nassau County.

## Exhibit A

# Quest Computer Products TPVA CompuCourt Maintenance Fee Schedule April 1, 2017- March 31, 2018

Period of Service

**<u>Cost of Service</u>** \$98,073.00

April 1, 2017 through March 31, 2018

Note: Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PROD	NI OFF										
ROBBOLK				CONTACT NAME:							
Colonial Insurance Agency Hillsborough					NAME: PHONE [A/C, No, Ext): (919) 732-2191 E-MAIL ADDRESS;  FAX (A/C, No): (919) 732-2192						
PO Box 490					INSURER(S) AFFORDING COVERAGE NAIC #					NAIC #	
HILLSBOROUGH NC 27278					INSURER A: Travelers Indemnity Co					25658	
INSU	RED										
Quest Computer Products Inc.						INSURER B: TRAVELERS INSURANCE COMPANY INSURER C:					
	Westbourne Grove Court				INSURE						
										-	
Col	fax NC 27	235			INSURE			# <del>-</del>			
						KF:		DEVISION NUMBED:			
COVERAGES CERTIFICATE NUMBER: C11622401474 REVISION NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY P								ICY PERIOD			
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								WHICH THIS			
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
200	X COMMERCIAL GENERAL LIABILITY	1 35	****			JANUAR DESTRUCTION	(MINIOPPITITI	EACH OCCURRENCE \$		2,000,000	
A	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$		300,000	
				680-1468M227-16-42		3/1/2016	3/1/2017	MED EXP (Any one person) \$		5,000	
-		1				. ,	· · · · · · · · · · · · · · · · · · ·	PERSONAL & ADV INJURY \$		2,000,000	
ŀ	GEN'L AGGREGATE LIMIT APPLIES PER:	-						GENERAL AGGREGATE \$		4,000,000	
ŀ	X POLICY PRO-							~		4,000,000	
ŀ					1			PRODUCTS - COMP/OP AGG \$ AIOI \$		4,000,000	
	OTHER: AUTOMOBILE LIABILITY	<del> </del>		<u></u>				COMBINED SINGLE LIMIT &			
ŀ	ANY AUTO							(Ea accident) 9  8ODILY INJURY (Per person) \$			
ŀ	ALL OWNED SCHEDULED							BODILY INJURY (Per accident) \$		.,	
ŀ	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE		<del>.</del>	
	HIRED AUTOS AUTOS		ĺ					(Per accident) \$			
	UMBRELLA LIAB OCCUB	+	l				<del></del>				
ŀ		_						EACH OCCURRENCE \$			
F	CEAIMO-WAD	=						AGGREGATE \$			
_	DED RETENTION \$ WORKERS COMPENSATION	+				.,		PER OTH- STATUTE ER	i		
	AND EMPLOYERS' LIABILITY Y/	<u>v</u>						" ' '			
_ I	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		6JUB-6B18451-7-15		8/21/2015	0 /01 /001 6	E.L. EACH ACCIDENT \$		100,000	
_	(Mandatory in NH) If yes, describe under			000B-0B10#2T-1-T2		0/21/2015	8/21/2016	E.L. DISEASE - EA EMPLOYEE \$		100,000	
$\dashv$	DÉSCRIPTION OF OPERATIONS below	+						E.L. DISEASE - POLICY LIMIT   \$		500,000	
								•			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEH	ICLES (	ACOR	D 101, Additional Remarks Sched	lule, may	be attached if m	ore space is req	uired)			
Cer	tificate holder is additi	onal	. in	sured with respec	t to	General I	iability	per written contra	act.		
CEF	RTIFICATE HOLDER				CANO	ELLATION					
COUNTY OF NASSAU STATE OF NEW YORK 1 WEST STREET				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
MINEOLA, NY 11501				AUTHORIZED REPRESENTATIVE							
					CARLA MOORE/CARLA Carda J. Mara						

# Quest Computer Products, Inc.



807 Westbourne Grove Ct. Colfax, North Carolina 27235 336-833-3260

INVOICE NO: 1645 DATE: Jan 2, 2017

To:

County of Nassau Department of Information Services 240 Old Country Road Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS
	April 1, 2017	Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement		\$98,073.00
	For period 04-01-2017 to 03-31-2018		
		:	
		SUBTOTAL	\$ 98,073.00
		SALES TAX	
		TOTAL DUE	\$ 98,073.00

THANK YOU FOR YOUR BUSINESS!

### Quest Computer Products, Inc. 807 Westbourne Grove Ct. Colfax, NC 27235

March 3, 2015

Mary Mahoney
Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A sub-chapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189. Quest Computer Products, Inc. has been a supplier of public sector software since 1985.

Peter Inglis,

President,

Quest Computer Products, Inc.

Leter Inglis

### COUNTY OF NASSAU

### **DEPARTMENT:**

Department of Information Technology

### **DEPARTMENT REQUEST:**

Quest Computer Products, Inc. Agreement #C-37111

### AGENCY:

Information Technology

### PROGRAM DESCRIPTION:

Software maintenance renewal for CompuCourt software which is used to support Nassau County Traffic & Parking Violations Agency.

### NASSAU COUNTY OR GEOGRAPHICAL AREA:

Nassau County Department of Information Technology and Nassau County Traffic & Parking Violations Agency

DEPARTMENT HEAD

### **Inter-Departmental Memo**

From:

Ed Eisenstein, Commissioner

Department of Information Technology

Date:

March 16, 2015

Subject:

Executive Order

Quest Computer Products, Inc.

Traffic Court System Software Maintenance Contract

Agreement C-37111

### Purpose:

The computer based traffic Court System used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream is very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.

Ed Eisenstein Commissioner Edward P. Mangano COUNTY EXECUTIVE



Ed Eisenstein COMMISSIONER

Department of Information Technology 240 Old Country Road Mineola, NY 11501 Phone: (516) 571-4265 Fax: (516) 571-3918

Date: March 16, 2015

To: Comptroller's Office

From: Ed Eisenstein

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompaCourt system software product. It is a custom built application that was developed by Quest.

THIS AGREEMENT made the 8 day of June, 1996, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF GENERAL SERVICES, DIVISION OF DATA PROCESSING (hereinafter referred to as "DATA PROCESSING") acting for and on behalf of various departments and agencies of COUNTY including itself, (hereinafter referred to as "USER DEPARTMENT") and QUEST COMPUTER PRODUCTS, INC., having an office at 1611 Claymore Road, Chapel Hill, NC. (hereinafter referred to as "CONTRACTOR").

#### WITNESSETH:

WHEREAS, COUNTY and DATA PROCESSING are desirous of obtaining professional data processing and related engineering services as required for COUNTY; and

WHEREAS, CONTRACTOR maintains that it is fully qualified to perform such services as may be required by COUNTY; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

- 1. COUNTY hires and retains CONTRACTOR to furnish professional data processing and related engineering services, as described herein, specifically; software support and maintenance service for the software product "CompuCourt" (SOFTWARE), installed for and used by the Nassau County Traffic and Parking Violations Agency (USER AGENCY).
- 2. The contracted service is to be in effect for the period beginning April 1, 1996 through March 31, 1997.
- ,3. The contracted service is provided by CONTRACTOR at the rate of Six Hundred Thirty-Four Dollars (\$634.00) per licensed concurrent user. The SOFTWARE license agreement is presently in effect for thirty-seven (37) cuncurrent users. The total charge for the contracted period of performance is Twenty-Three Thousand Four Hundred and Fifty-Eight dollars (\$23,458.00).

- . 4. The amount charged for the service is payable in full at the time this Agreement becomes effective, subject to the terms of the COUNTY's purchasing procedures and terms defined by this Agreement.
- 5. This Agreement is renewable annually. The renewal rate may increase by no more than five percent (5%) of the previous rate. The COUNTY is under no obligation to renew the Agreement. The COUNTY is required to notify CONTRACTOR, in writing, prior to the annual renewal date if the Agreement is not to be renewed.
- 6. Service requested by COUNTY during a period when this Agreement is NOT in effect will be billed by CONTRACTOR at CONTRACTOR's prevailing hourly service rate. COUNTY will also be billed for CONTRACTOR's travel time which will be billed at one-half the CONTRACTOR's service rate.
- 7. This Agreement requires COUNTY to provide and have available, a dial-in phone line and modem connected to the supported system to be usable by CONTRACTOR for remote support service.
- 8. This Agreement provides for the service necessary to insure the reliable operation of the SOFTWARE product purchased from CONTRACTOR. It specifically does NOT provide for the development of new functions or enhancements to the existing software system beyond those described in this Agreement. The development and installation of new functions or enhancements to existing software must be contracted separately and may result in additional support charges. CONTRACTOR may install updates and/or improvements to the software that will not adversely effect performance or functionality. USER AGENCY must be notified in advance of update installation.
- 9. CONTRACTOR must maintain SOFTWARE, as a minimum, at a revision level that is compatible with the installed host computer hardware and host system's installed operating system release.
- 10. This Agreement does not include service for problems which are traceable to COUNTY modifications or COUNTY's failure to follow proper documented procedures.
- 11. CONTRACTOR agrees that it will at all times indemnify, defend, and hold COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission on the part of the CONTRACTOR with respect to this Agreement and any of the terms thereof.

- , 12. COUNTY agrees that it will at all times indemnify, defend, and hold CONTRACTOR and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission on the part of the COUNTY with respect to this Agreement and any of the terms thereof.
- 13. CONTRACTOR warrants that it is not in arrears to COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety contractor or otherwise.
- 14. CONTRACTOR agrees to pay COUNTY a \$100 administrative service charge for the processing of this Agreement pursuant to County Ordinance No. 74-1979. Said sum shall be due and payable upon CONTRACTOR's signing of said Agreement.
- 15. Performance under any contract may be terminated by NASSAU COUNTY whenever the CONTRACTOR shall default in the performance of this contract, and shall fail to correct such default within 48 hours after receipt of Notice of Default. Termination may be effected by delivery to the CONTRACTOR of a Notice to Terminate, stating the date upon which the termination becomes effective. Upon receipt of the Notice to Terminate, the CONTRACTOR shall stop all work.
- 16. The CONTRACTOR agrees that in the performance of the services hereunder he will comply with any and all applicable state and local laws, and that this Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-discrimination Order of Nassau County.
- 17. CONTRACTOR's obligations under this Agreement are in lieu of all warrantees expressed or implied. Neither CONTRACTOR nor COUNTY will be liable under contract, for incidental, special, indirect, or consequential damages, loss of profits or income, or loss of use of other benefits arising out of or in connection with this Agreement or the services performed hereunder.
- 18. Changes to this Agreement may only be performed in writing, and must be signed by both CONTRACTOR and COUNTY.

R PRODUCTS, INC. has executed this
Written, and the COUNTY OF NASSAU 1
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COUNTY OF NASSAU
July (Ob)
QUEST COMPUTER PRODUCTS, INC.
Peter Lengtia

APPROVED AS TO FORM;

Deputy County Attorney

STATE OF NEW YORK) COUNTY OF NASSAU ) On this day of 199 , before me personally appeared THOMAS S. GULOTTA, County Executive of the County of Massau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; that he executed the same as such County Executive for the purposes therein mentioned. Notary Public STATE OF NEW YORK) COUNTY OF NASSAU ) On this day of 1996, before me personally appeared Robert L. Olden, Sr., Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned: DORIS GRIFFIN Notary Public, Stale of New York No. 30-4561699 Qualified in Navasu County Commission Expires June 30, 199 Notary Public North Carolina STATE OF NEW YORK) Orange )ss: COUNTY OF NASSAU ) Don this Sth day of June 1996, before me personally came Peter 1. Inglist to me known, who being by me duly sworn, did depose and say: That he/she resides at 1611 Claymore me duly sworn, did depose and say:

\*Road Chape! Hill NC 275!

the president and that he/she is Computer Froducts, Inc. corporation described in and which executed the above agreement; and that he/she signed his/her name thereto by order of its Board of Directors. Notary Public North Carolina COUNTY OF WASSAU ) OF STORY

STATE OF NEW-YORK)

On this personally came described in and who executed the

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Notary Public, Orange County, North Carolina My Commission Expires 199 2

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## Quest Computer Products, Inc.

1611 Claymore Road Chapel Hill, North Carolina 27516 919-644-6593 Fax 919-644-6690



INVOICE NO: 1040 DATE: March 30, 1998

To:

11,721

County of Nassau
Department of Data Processing
1550 Franklin Avenue
Mineola, NY 15501

P.O. NUMBER	DATE DELIVERED	TERMS
		Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
***************************************	Renewal of CompuCourt Software Support Agreement for period		\$ 25,861.00
	04/01/1998 - 03/31/1999		\$ 0.00
	(\$24,630.00 + 5% increase)		\$ 0.00
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		TOTAL DUE	\$ 25,861.00

THANK YOU FOR YOUR BUSINESS!

### ATTACHMENT TO CONTRACT PROFILE/ADVISEMENT

Fund, Departmen	. Control Center:	
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Purpose of Cont	act:	
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Approved:	M Mark.	
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THIS AMENDMENT TO AN AGREEMENT made the 30 day of 1999, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF GENERAL SERVICES, DIVISION OF DATA PROCESSING (hereinafter referred to as "DATA PROCESSING") acting for and on behalf of various departments and agencies of COUNTY including itself, and QUEST COMPUTER PRODUCTS, Inc., having its principal office at 1611 Claymore Road, Chapel Hill, North Carolina 27516, (hereinafter referred to as "CONTRACTOR").

### WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement for the purpose of obtaining professional data processing and related engineering services; and

WHEREAS, COUNTY and DATA PROCESSING are desirous of amending said Agreement to provide for the increase in annual maintenance fee resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

- 1. The Agreement between the parties dated June 18, 1996 is amended and extended as follows:
  - A. Paragraph 8 is deleted in its entirety and the following is hereby substituted in its place and stead:
    - 8. This Agreement provides for the service necessary to insure the reliable operation of the software product "CompuCourt" purchased

by COUNTY from CONTRACTOR. It specifically does NOT provide for the development of new functions or enhancements to the existing software system beyond those described in this Agreement. Development and installation of new functions or enhancements to the existing software must be contracted separately and will result in an annual maintenance cost increase, to COUNTY, equal to 10% (ten percent) of the contracted price of the function(s) or enhancement. The added cost for maintenance is in addition to the allowable renewal rate increase described in Paragraph 5. The cost increase for maintenance of the added enhancement may be billed to COUNTY at the annual Agreement renewal date that follows the implementation of the contracted enhancement. This Agreement also allows CONTRACTOR to install non-contracted updates and/or improvements to the software that will not adversely effect performance or functionality. USER AGENCY administrators must be notified in advance, and agree to the installation of the non-contracted update.

- B. Paragraph 3a is added to Paragraph 3 and made a part of 3a. It is hereby agreed that the annual cost of maintenance under this Agreement will be increased by \$4800.00 for product enhancements, requested by COUNTY (see attached Exhibit A Agreement C-38130 and Exhibits B and C).
- 2. Other than as hereinabove specifically amended, the Agreement between the parties dated June 18, 1996, and all of the terms and conditions contained in said Agreement are hereby continued in full force and effect as though fully recited at length herein.

## IN WITNESS WHEREOF, QUEST COMPUTER PRODUCTS, INC. executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has

State of New York

County of Nassau

SS.:

I, John P. Colbert, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with QUEST COMPUTER PRODUCTS INC. on behalf of the N.C. Dept. of General Services on file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature this 21stday of June 1999

LE-3854 Rev.6/98.

DEPUTY COUNTY ATTORNEY 4KH

Clerk, Nassau County Legislature Nassau County, N.Y.

Perer Inglis

IN WITNESS WHEREOF, QUEST COMPUTER PRODUCTS, INC. executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement the Agreement the day of Queen, 1999.

APPROVED:

COUNTY OF NASSAU

3-23-99

DEPARTMENT OF GENERAL SERVICES

DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

QUEST COMPUTER PRODUCTS, INC.

DEPUTY COUNTY ATTORNEY 45/4

PETER INGLIS

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

On this day of , 1999, before me personally appeared Robert L. Olden, Sr., Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned

NOTARY PUBLIC

•	NOTAL FORLIC
STATE OF NEW YORK)	
COUNTY OF NASSAU)	
known to me to be such Deputy C	punty Executive of the County of Nassau, the municipal who executed the foregoing Instrument, to me known and County Executive, and she by me being duly sworn, did depose County Executive of the County of Nassau and that pursuant to

Section 205 of the County Government Law of Nassau County executed the same as such

Deputy County Executive for the purposes therein mentioned

DORIS GRIFFIN

Notary Public, State of New York

No. 30-4661699

Qualified in Nassau County

Commission Expires June 30 19 99
North Carolina

STATE OF MALE CONTROL (1975)

COUNTY OF Drange

DORIS GRIFFIN
Notary Public, State of New York
No. 30-4561699
Qualified in Nassau County
Commission Expires June 30, 19

On this 30 day of March , 1999, before me personally came

Peter Inglis to me known, who being by me duly sworn, did depose and say: That he resides at 16/1 Claymon and that he is the President of Quest Computer Products the corporation described in and which executed the above agreement; and that he signed his name thereto by order of its

Chapel this NC 275/4

My commission expires October 15,2002

Carleigh Clark Sumlin

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On this day of , 1999, before me personally came to me known and known to me to be the person described in and who executed the same.

NOTARY PUBLIC

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THIS AMENDMENT TO AGREEMENT #C-37111 made the day of May 2000, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF GENERAL SERVICES, DIVISION OF DATA PROCESSING (hereinafter referred to as "DATA PROCESSING") acting for and on behalf of various departments and agencies of COUNTY including itself, and QUEST COMPUTER PRODUCTS, Inc., having its principal office at 1611 Claymore Road, Chapel Hill, North Carolina 27516, (hereinafter referred to as "CONTRACTOR").

### WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999 for the purpose of obtaining professional data processing and related engineering services; and

WHEREAS, COUNTY and DATA PROCESSING are desirous of amending said Agreement to provide for the increase in annual maintenance fee resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

- 1. The Agreement between the parties dated June 18, 1996 and amended March 30, 1999 is hereby amended and extended as follows:
  - A. Paragraph 2 is deleted in its entirety and the following is hereby substituted in its place and stead:
    - 2. This Agreement and the contracted service shall become effective on April 1, 1996 and remain in effect through March 31, 2003. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

- B. Paragraphs 3, 4, and 5 are hereby deleted in their entirety and the following is hereby substituted in its place and stead:
  - 3. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1 of each year that the agreement is in effect after COUNTY receives CONTRACTOR'S invoice and approved COUNTY Claim Voucher. The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

Period of service	Cost of service:
April 1, 2000 through March 31, 2001	\$41,551.00
April 1, 2001 through March 31, 2002	\$47,628.55
April 1, 2002 through March 31, 2003	\$50,009.98

Payment for years 2 and 3 of the contract is contingent upon encumbrance of funds by County Comptroller and approval by the Nassau County Legislature.

- C. Paragraph 6 is hereby deleted in its entirety and the following is hereby substituted in its place and stead:
  - 6. Consulting Service Service requested by COUNTY that is not "maintenance" under the terms defined in the amended Paragraph 8, is billable at the CONTRACTOR'S hourly consulting service rate of \$150.00 per hour. COUNTY may also be billed for CONTRACTOR's travel time at an hourly rate that is one-half of CONTRACTOR's consulting service rate. COUNTY will also be billed for CONTRACTOR's documented travel expenses. This agreement allows a maximum invoicing by CONTRACTOR to COUNTY that is not to exceed \$15,000.00 per annual maintenance period (April 1 to March 31). Payment by COUNTY to CONTRACTOR for Consulting Services under this agreement shall be payable in arrears upon receipt of CONTRACTOR'S involce and approved Claim Voucher.

- D. Paragraph 8 is deleted in its entirety and the following is hereby substituted in its place and stead:
  - 8. This agreement provides for the service necessary to ensure the reliable operation of the software product "CompuCourt" purchased by COUNTY from CONTRACTOR. It specifically does not provide for the development of new functions or enhancements to the software system beyond those described in this agreement. Development and installation of new functions or enhancements must be contracted separately. CONTRACTOR may install updates and/or improvements to the software that will not adversely effect performance or functionality. USER AGENCY must be notified in advance, and verbally agree to the update installation.
- 2. Other than as hereinabove specifically amended, the Agreement between the parties dated June 18, 1996, and amended on March 30, 1999, all of the terms and conditions contained in said Agreement are hereby continued in full force and effect as though fully recited at length herein.

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement

State of New York County of Nassau

> I, Rocco A. lannarelli, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with QUEST COMPUTER PRODUCTS on behalf of the N.C. Dept.of General Services

on file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau

County Legislature this

9th

day of August 2000/

Nassau County, N.Y.

LE-8864. Rev. 1/00

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement the Stage of County, 2000.

APPRQVED:

DEPARTMENT OF GENERAL SERVICES

COUNTY OF NASSAU

DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

EDITY COUNTY ATTORNEY

DEPUTY COUNTY ATTORNEY

QUEST COMPUTER PRODUCTS, INC.

PETER INGLIS, PRESIDENT

STATE OF NEW YORK)
COUNTY OF NASSAU)
On this day of , 2000, before me personally appeared corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.
NOTARY BUBLIC
STATE OF NEW YORK)  )ss.:  Notary Public, State of New York  Notary Public, State of New York  No. 31-3488350  No. 31-3488350
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On this day of , 2000, before me personally appeared Judy Schwartz, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.
NOTARY PUBLIC
STATE OF NEW YORK)
Orange )ss.: COUNTY OF NASSAU-)
On this 5 day of May, 2000, before me personally came Peter Inglis to me known, who being by me duly sworn, did depose and say: That he/she resides at Ioi Claymore Rd Chapatti I MC 27514 and that he/she is the President of The described in and which executed the above agreement; and that he/she signed his/her name thereto by order of its Board of Directors.
STATE OF NEW YORK)  (asthall. Jackson)  NOTARY PUBLIC  CHSWEN CO. NC.  My commission expire c5-02-2004
STATE OF NEW YORK) Lly commissionexpire cs-02-2004
COUNTY OF NASSAU)
On this day of , 2000, before me personally came to me known and known to me to be the person described in and who executed the same.

NOTARY PUBLIC

### **COUNTY OF NASSAU**

### **DEPARTMENT:**

**Department of General Services** 

### **DEPARTMENT REQUEST:**

Quest Computer Products, Inc. Agreement #C-37111

### **AGENCY:**

**Division of Data Processing** 

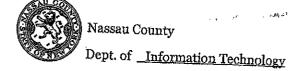
### PROGRAM DESCRIPTION:

Software maintenance renewal for CompuCourt software which is used to support Nassau County Traffic & Parking Violations Agency.

### NASSAU COUNTY OR GEOGRAPHICAL AREA:

Division of Data Processing, Mineola and Nassau County Traffic & Parking Violations Agency, Hempstead

DEPARTMENT HEAD



E-59-03

### Contract Details / Routing Slip

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THIS AMENDMENT TO AGREEMENT #C-37111 made the day of by and between the COUNTY OF NASSAU COUNTY, a municipal corporation of the State of New York, having its principal office at One West Street, Mineola, New York 11501 (hereinafter referred to as "COUNTY") through its DEPARTMENT OF INFORMATION TECHNOLOGY (hereinafter referred to as "INFORMATION TECHNOLOGY") acting for and on behalf of various departments and agencies of COUNTY including itself, and QUEST COMPUTER PRODUCTS, Inc. having its principal office at 1611 Claymore Road, Chapel Hill, North Carolina 27516, (hereinafter referred to as "CONTRACTOR").

#### WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999 and May 5, 2000 for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, COUNTY and INFORMATION TECHNOLOGY are desirous of amending said Agreement to provide for the increase in annual maintenance fee resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

- 1. The Agreement between the parties dated June 18, 1996 is hereby amended and extended as follows:
  - A. Paragraph 2 is deleted in its entirety and the following is hereby substituted in its place and stead:
  - 2. This Agreement and the contracted service shall become effective on April 1, 1996 and remain in effect through March 31, 2006. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

- B. Paragraphs 3, 4, and 5 are hereby deleted in their entirety and the following is hereby substituted in its place and stead:
  - 3. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1 of each year that the agreement is in effect after COUNTY receives CONTRACTOR'S invoice and approved COUNTY Claim Voucher. The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

Period service	Cost service
April 1, 2003 through March 31, 2004	\$52,510.48
April 1, 2004 through March 31, 2005	\$55,136.00
April 1, 2005 through March 31, 2006	\$57,892.80

- C. Paragraph 6 is hereby deleted in its entirety and the following is hereby substituted in its place and stead:
  - 6. Consulting Service Service requested by COUNTY that is not "maintenance" under the terms defined in the amended Paragraph 8, is billable at the CONTRACTOR'S hourly consulting service rate of \$165.00 per hour. COUNTY may also billed for CONTRACTOR's travel time at an hourly rate that is one-half of CONTRACTOR's consulting service rate. COUNTY will also be billed for CONTRACTOR's documented travel expenses. This agreement allows a maximum invoicing by CONTRACTOR to COUNTY that is not to exceed \$1,5000.00 per annual maintenance period (April 1 to March 31). Payment by COUNTY to CONTRACTOR for Consulting Services under this agreement shall be payable in arrears upon receipt of CONTRACTOR's invoice and approved Claim Voucher.

- D. Paragraph 8 is deleted in its entirety and the following is hereby substituted in its place and stead:
  - 8. This agreement provides for the service necessary to ensure the reliable operation of the software product "CompuCourt" purchased by COUNTY from CONTRATOR. It specifically does not provide for the development of new functions or enhancements to the software system beyond those described in this agreement. Development and installation of new functions or enhancements must be contracted separately. CONTRACTOR may install updates and/or improvements to the software that will not adversely affect performance or functionality. USER AGENCY must be notified in advance, and verbally agree to the update installation.
- 2. Other than as hereinabove specially amended, the Agreement between the parties dated June 18, 1996, March 30, 1999, and May 5, 2000, all of the terms and conditions contained in said Agreement are hereby continued in full force and effect as though fully recited at length herein.

	MPUTER PRODUCTS, INC. executed this Agreement DUNTY OF NASSAU has executed this Agreement
APPROVED:	COUNTY OF NASSAU
DEPARZMENT OF INFORMATION TECHNOLOGY	DEPUTY COUNTY EXECUTIVE
APPROVED AS PER CHARTER:	QUEST COMPUTER PRODUCTS, INC.
	Peter Dught
DEPUTY COUNTY ATTORNEY	PETER, INGLIS, PRESIDENT

·

STATE OF NEW YORK )
COUNTY OF NASSAU )
On the day of in the year 2003 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of
STATE OF NEW YORK ) )ss.: COUNTY OF NASSAU )
On the 9 day of Opil in the year 2003 before me personally came Reter Larson Tng Vis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange N.C.; that he excite is the President of Oucst Computer Products, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.
NOTARY PUBLIC  IYNN R. KEOUGH  NOTARY PUBLIC, State of New York  No. 04KE5050656  Qualified in Nassau County  Commission Expires October 16, 2005

Howard S. Weitzman 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.

advertisement f	act was awarded to the lower or sealed bids. The contract was	s awarded after a request for seale	ed bids was
[date] The sealed l	bids were publicly opened on	lnewspaper] on	[#] of
sealed bids were re-	ceived and opened.	[uarv],	[#] OI
H. ( ) The cont	ractor was selected pursuan	at to a Request for Proposal	ls.
` '	ntered into after a written request for	<u> </u>	
	[date]. Potential proposers were n		he RFP
by	[newspaper advertisemer	it, posting on website, mailing, et	c.]. [#]
of potential propose	ers requested copies of the RFP. Pr	roposals were due on	
[date][#] p	roposals were received and evaluat	ed. The evaluation committee co	nsisted
		[list members]. The propos	als were
scored and ranked. was selected.	As a result of the scoring and ranki	ing (attached), the highest-ranking	g proposer
	renewal, extension or amer		
The contract was o	originally executed by Nassau Cou	inty on	[date].
(copies of the releasement	or extension pursuant to, or an avant pages of the contract are atta	amendment within the scope of, ached). The original contract wa	s entered into
[describe procurem	ent method, i.e., RFP, three propos	als evaluated, etc.]	
	ent to Executive Order No.		
proposals were	solicited and received. T	he attached memorandun	n from the
department hea	ad describes the proposals	received, along with the c	ost of each
proposal.	~ *	, ~	
* *	The contract has been awarded to t	he proposer offering the lowest co	ost

	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.
memora	fursuant to Executive Order No. 1 of 1993 as amended, the attached and um from the department head explains why the department did 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,

York State grant, by legisla	ctor's selection was dictated by the
e attached).	
ough a New York State On and the attached	n 104, the department is purchasing office of General Services contract memorandum explains how the
, and the attached pe of the terms of that contra	memorandum explains how act.

VI. ( ) This is a human services contract with a not-for-profit agency, and I.-V. above do not apply. Attached is a memorandum that explains the reasons for entering into this contract.

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.

Department Head Signature

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

# **Inter-Departmental Memo**

To:

Robyn Race

Nassau County Contracts Office

From:

Craig Love, Commissioner

Department of General Services

Date:

March 27, 2003

Subject:

Exec Order #1

Quest Computer Products, Inc.

Traffic Court System Software Maintenance Contract

Agreement C-37111

#### Purpose:

The computer based traffic Court System system used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication, and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.

Craig Love
Commissioner



#### Nassau County

#### Dept. of <u>Information Technology</u>

# Staff Summary

Subject	
Maintenance for CompuC	ourt (TPVA)
Department	
Information Technology/I	PVA
<b>3.</b>	
	'
Department Head Name	
Craig W. Love	
Department Had Signatur	E
(han l	MYTHE
Project Manager Maine Pa	t Riley
Phone Number 572-2654	· · · · · · · · · · · · · · · · · · ·

Datc	The salaritation was a secretary for the salaritation of a salaritation of the salarit
March 28, 2003	
Vendor Name	Vendor ID#
Quest Communication	ns, Inc. 112717177
Vendor Address 16	11 Claymore Rd.
<u>Ch</u>	apel Hill, NC 27516
Contract Number	NIFS Document Number
C-37111	CLIT03000012
Personal Services X	Blanket Res. Calendar
Bid Rules Con	
Contract Manager Na	me – Malinda Stockwell
Phone Number (516	5 ) 571-6625

#### PURPOSE

Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.

## METHOD OF PROCUREMENT:

See attached executive order and department head justification.

### PROCURMENT HISTORY:

See attached executive order and departmental head justification.

## DESCRIPTION OF GENERAL PROVISIONS

This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2006. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with <u>CONTRACTOR</u>, while using the CompuCourt product in order to protect against critical system failures as well as routine service needs and repairs.

# IMPACT ON FUNDING/PRICE ANAYLSIS

Annual Software Maintenance: 04/01/03 - 03/31/04 = \$52,510.48

Consulting Services: \$15,000 (maximum per year)

RECOMMENDATION: approve as submitted

#### **COUNTY OF NASSAU**

#### **DEPARTMENT:**

Department of Information Technology

### **DEPARTMENT REQUEST:**

Quest Computer Products, Inc. Agreement #C-37111

### **AGENCY:**

Information Technology

## **PROGRAM DESCRIPTION:**

Software maintenance renewal for CompuCourt software which is used to support Nassau County Traffic & Parking Violations Agency.

## NASSAU COUNTY OR GEOGRAPHICAL AREA:

Nassau County Department of Information Technology and Nassau County Traffic & Parking Violations Agency

DEPARTMENT HEAD

### ATTACHMENT TO CONTRACT PROFILE/ADVISEMENT

### Fund, Department, Control Center:

GEN IT 1000

#### Name of Contract:

Quest Computer Products, Inc. Agreement #C-73111

### Purpose of Contract:

Software maintenance service for software product CompuCourt which is used at Traffic & Parking Violations Agency.

What happens if Federal and/or State funding stops or is reduced during the term of this contract:

N/A

# What are the consequences if this request is not approved:

Traffic & Parking Violations Agency fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal.

APPROVED: WFTYC DEFARTMENT HEAD

Budget Office Review

Reviewed by:

Budget Examiner

Reviewed by:

Director

# EXECUTIVE ORDER# 1-1993 COMPLIANCE CHECK LIST

			CO	NTR.	ACTOR Quest Computer Products, Inc.
I.	Exe	ecuti	ive c	order (	does not apply for the following reason:
		(	)	A.	Contract is effective or services were obtained prior to September 7, 1993.
		(	)	В	Contract is a blanket resolution or a bid item.
		(	)	C	Contract is with a non-profit organization and not a personal service.
		(	)	D	Contract rate is fixed by the following Federal, State or County law or regulation
		(	)	Е	Advisement is for additional funds as provided by existing open ended contract.
		(	)	F	Original contract which was in compliance with Executive Order #1 provided for renewal.
П.	Exe	ecuti	ive c	rder o	does apply
	٠.	(	)	A.	Attached is a memo from the department head that at least three proposals have been obtained and the contract has been awarded to the proposal of lowest cost.
		(	)	В	Attached is a memo from department head that at least three proposals have been obtained and justification as to reason contract was awarded to other than the proposal of lowest cost.
		()	8	C	Attached is a department head's justification for not obtaining at least three cost proposals. Justification could include: unique and special experience, skill or expertise, availability of proposer to perform in an immediate and timely manner, provider is a sole source supplier.

Department Head Signature March 27, 2003 Date



1611 Claymore Road Chapel Hill, NC 27516

•

March 4, 1999

John P. Colbert Clerk of the Legislature Nassau County, New York 11501

Dear Mr. Colbert:

Quest Computer Products, Inc. is a private corporation owned and managed by Peter Inglis.

Peter Inglis CEO and President 1611 Claymore Road Chapel Hill, NC 27516

I believe this satisfies the County's request for information.

Sincerely,

Peter Inglis President

FAML4010 V4.2 LINK TO:

#### NIFS PRODUCTION SYSTEM DOCUMENT HEADER

03/27/2003 3:13 PM

DOCUMENT CATEGORY

ENTERED BY

: CL CONTRACT INCREASE / CHANGE TERMS

: STOCKWELL, MALINDA 1-6625 DOCUMENT NUMBER : CLIT03000012

INITIATING DEPT : IT

INPUT PERIOD (MM YYYY) : 03 2003 MARCH

VENDOR NUMBER / SUFFIX : 112717177 01

APPROVAL TYPE : 01

VENDOR NAME VENDOR ADDRESS : QUEST COMPUTER PRODUCTS, INC.

: 410-A MILLSTONE DRIVE

HILLSBOROUGH

NC 27278

COUNTRY

: USA

: 4

: QUEST COMPUTER PRODUCTS,

ALPHA VENDOR BANK NUMBER

TREAS NO : T37111

DUE DATE DOCUMENT AMOUNT NUMBER OF LINES

SINGLE CHECK 67,510.48 CURRENCY CODE

TRANSACTION CODE HASH

RESPONSIBLE UNIT :

TERMS POSTING/EDIT ERRORS

NOTEPAD (Y OR N) : Y

F1-HELP F2-SELECT F7-VIEW DOC F8-SUBMIT

F3-DELETE F4-PRIOR F9-LINK F10-SAVE

F5-NEXT F6-DTL ENTRY F12-ADL FCTNS

G014 - RECORD FOUND

FAML4050 V4.Z

NIFS PRODUCTION SYSTEM ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

03/27/2003 3:28 PM

DOCUMENT: CLIT03000012 - 01 INPUT PER: 03 2003 AMOUNT: 

67,510.48

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT DOCUMENT REF : CNTEGST37111 04 : SOFTWARE MAINTENANCE FOR TPVA

TRANS AMOUNT

67,510.48

INDEX

SUBOBJECT

: ITGEN1000

: DE5A5

INFORMATION TECHNOLOGY

UCODE/ORD#/DRC

: TV10

SOFTWARE CONTRACTS TITLE NOT ON FILE

GRANT

GRANT DETAIL

PROJECT

PROJECT DETAIL

START DATE : END DATE :

FINANCIAL ERRORS : E024 E127

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT

F9-LINK

F10-SAVE

F7-VIEW DOC

F12-ERRORS

G008 - NEXT RECORD DISPLAYED

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 INFORMATION TECHNOLOGY WITH QUEST COMPUTER PRODUCTS, INC

WHEREAS, the County on behalf of the NASSAU COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY has negotiated a
personal services agreement with QUEST COMPUTER PRODUCTS, INC., to
provide software maintenance for the CompuCourt product used at Traffic and
Parking Violations Agency, now; therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with QUEST COMPUTER PRODUCTS, INC.

## RULES RESOLUTION NO. 77-2003

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 INFORMATION TECHNOLOGY WITH QUEST COMPUTER PRODUCTS, INC

Passed by the Rules Committee

Nassau County Legislature

By voice vote on June 2, 2003

Voting: 9 ayes 0 abstained

Legislators present

WHEREAS, the County on behalf of the NASSAU COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY has negotiated a
personal services agreement with QUEST COMPUTER PRODUCTS, INC., to
provide software maintenance for the CompuCourt product used at Traffic and
Parking Violations Agency, now; therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with QUEST COMPUTER PRODUCTS, INC.



Department: Information Technology

# E-80-06

## **Contract Details**

SERVICE Software Maintenance

NIFS ID #: CLIT06000006 NIFS Entry Date: 04/18/2006 Term: from 04/01/2006 to 03/31/2008

New Renewal	1) Mandated Program:	Yes 🗌	No⊠
(Amendment ≯ H) ⊠	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗀
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗀	No ⊠
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🛛	No 🗌
Blanket Resolution  RES#	5) Insurance Required	Yes 🖂	)vo 🗆
		-	

# **Agency Information**

	Vendor
Name Quest Computer Products	Vendor ID# 561853189
Address	Contact Person
410-A Millstone Drive	Peter Inglis
Hillsborough, NC 27278	. Phone
•	<u> </u>

County De	partment
Department Contact Mike Fischer	Water to page to
Address	
160 Old Country Road, Mine	ola, NY 11501
Phone	
(516) 571-0106	

# **Routing Slip**

DATE Rec d.	DEPARTMENT	Internal Verification			DATEW ppv'd& Pw'd #		*NATURE		Leg: Approval Required
	Department	NIFS Entry (Dept) NIFS Appyl (Dept, Head)					m,	,	
1/09/01	ОМВ	NIFS Approval		5/	toget	Th	Int	-	Yes No No Not required if blanket resolution
5/1906	County Attorney	CA RE & Insurance Verification	4	7	19/00	Qu	amati >		
//	County Attorney	CA Approval as to form	Z	K)	14/2				
	Legislative Affairs	Fw'd Original Contract to CA		1	23	Meg	offliel		Tomasaya Maria
	Rules 🔲 / Leg. 🔲					0	1. 0.		syes⊡ No 🖂 🖟
	County Attorney	NIFS Approval	$\square$	16	23	96	flh		
	Comptroller	NIFS Approval		ı	,	A	Del -	<b>.</b>	
	County Executive	Notarization Filed with Clerk of the Leg.		7	6/0			$\leq$	

# RULES RESOLUTION NO 12006

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

Passed by the Rules Committee Nassau County Legislature By Voice Vote on 6-19-0	
voting ayes abstained recused Legislators present:	_

WHEREAS, the County, acting on behalf of the Department of Information Technology, has negotiated an amendment to a personal services agreement with Quest Computer Products to provide software maintenance, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Quest Computer Products.



<b>7</b> 0	7	T	
Department:		<u>,                                      </u>	 

# Contract Summary Description:

Purpose: Critical maintenance se	ervices for the software produc	t CompuCourt which i	s used at the T	raffic & Parking	Violations Agency.	
	•					,
Method of Procurement: See attached executive order and	department head justification	·	,			
•	•					
		•			,	
Procurement History; See attached executive order and	department head justification	· ·				
	•					
Description of General Provision	IS:	<del>,</del>	*** ***		2008	
This agreement and the related s license agreement #C-34861 date using the CompuCourt product i	ervices originally became effect d November 1, 1994 specifies t	hat the County must h	ave a mainten:	ince agreement i:	n place with the CONTRA	The CompuCourt ACTOR, while
•				·		
-	• • • • • • • • • • • • • • • • • • •	· · · · · · · · · · · · · · · · · · ·				
Impact on Funding / Price Analy Annual Software Maintenance: ( Consulting Services: \$15,000.00	04/01/06 03-31/2007 == \$60,787	7.44 ; 4/1/07.	3131166 F	, \$63,82 ocides to	6.81	
If the County exercises their opti		Strup to Mointonan of a	vature of /04/01/	7 02/21/2008)	mill he \$63 \$76 \$1 Consu	Iting Services will
remain \$15,000.00 maximum.	ion, the second year Annual So	etwale Mrintenance C	michel (04/01/	77 - 03/31/2006)	Am be booloxolox Coust	nung per vices vini
Change in Contract from Prior I	Praeurament.				*	
Change in Contract from 1 flor 1	, rocarement.	,				
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Recommendation: (approve as s	ubmitted)					
Advisement Info	rmation			•		
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Fund: ITGEN	Revenue Contract	XXXXXXX	(7)	will kind to Artist of the Little in The Artist	400/DESAS	\$ 75,787,44
Control:	County	\$75,787.44	2		·············	\$
Resp: 1400	Federal	\$	3			\$
Object: DE	State	\$	4		· ·	\$
Transaction: 5A5	Capital	\$	5			\$
	Other	\$	6	// /	1/	\$
FERENEWAL STATE	TOTAL	\$75,787.44 \PP	ROVED://	unoto	5/19/04 TOTAL	\$75,787.4
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% Decrease	Document Prepared By:	INS	IIRANCE S	EUTION	Date:	
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Name Br	Name	M		Date		
	3/06		<i>-7/</i>		<del></del>	
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#### Amendment #4

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of 4 1 2006 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting on behalf of the County Department of Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "DEPARTMENT"), and (ii) Quest Computer Products, having its principal office at 410 Millstone Drive, Hillsborough, NC 27278 (the "CONTRACTOR").

#### WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999, May 5, 2000 and April 9, 2003 (collectively, the "Original Agreement") for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2006 (the "Original Term");

WHEREAS, COUNTY and DEPARTMENT are desirous of amending said Agreement to extend the term of the Agreement and provide for the increase in annual maintenance fees resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

- 1. <u>Term.</u> Paragraph 2 in the Original Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:
  - a. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2007. COUNTY may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intent to renew at least 30 days in advance of the termination date, which letter shall be executed by CONTRACTOR and delivered to the COUNTY within thirty (30) days of receipt. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

2. Payment. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1<sup>st</sup> of each year that the Amended Agreement is in effect after COUNTY receives CONTRACTOR's invoice and approved COUNTY claim voucher (the "Voucher"). The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

Period service	Cost service
April 1, 2006 through March 31, 2007	\$60,787.44
April 1, 2007 through March 31, 2008	\$63,826.81

If the COUNTY elects to renew the Agreement:

- 3. Consulting Services. Service requested by COUNTY that is not "maintenance" under the terms defined in the Original Agreement ("Consulting Services"), is billable at the CONTRACTOR'S hourly rate of \$165.00 per hour for Consulting Services (the "Rate"). COUNTY may also be billed for CONTRACTOR'S travel time at an hourly rate that is one-half of CONTRACTOR'S Rate. COUNTY will also be billed for CONTRACTOR'S documented travel expenses. The maximum amount to be paid to the Contractor as full consideration for the CONTRACTOR'S Consulting Services under the Amended Agreement shall not exceed \$15,000 per annual maintenance period (April 1 to March 31 of each year). Payment by COUNTY to CONTRACTOR for Consulting Services shall be payable in arrears upon receipt of CONTRACTOR'S invoice and approved Voucher.
- 4. <u>Full Force and Effect.</u> All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement the 4 day of APPUL, 2006.

QUEST COMPUTER PRODUCTS, INC.

Name:

Title: Pres Der

Date:

NASSAU COUNTY

Deputy County Executive Title:

Date:

PLEASE EXECUTE IN BLUE INK

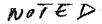
COUNTY OF O rouge ) On the 4th day of Apri in the year 2006 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of <u>Overles</u>; that he or she is the <u>President</u> Overles that he or she is the <u>President</u> instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation. expires: July 27, 2009 STATE OF NEW YORK) COUNTY OF NASSAU) On the 1614 day of in the year 2006 before me personally came I homas W Stalls to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NORTH CAROLINA)

FREDERICK A. SUZEL JR.
NOTARY PUBLIC, State of New York
No 41-4781488
Qualified in Queens County

Qualified in Queens County 2010 Commission Expires February 28,2010





Department: Information Technology

Contract Details

CLITO70000

NIFS ID #: GAITO700002 NIFS Entry Date: 05/22/2007 Term: from 04/01/2007 to 03/31/2008

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

# **Agency Information**

Vame	Vendor ID#
Quest Computer Products	561853189 - O
Address	Contact Person
110-A Millstone Drive	Peter Inglis
Hillsborough, NC 27278	Phone

e da	unty Department
Departmen Jim Poulos	
Address	
160 Old C	nuntry Road, Mineola, NY 11501
Phone	
(516) 571-	0106

# Routing Slip

a fit Fire	_							
DATE Recid. 4	DEPARTMENT	14. Internal Verification	t to see		S)	ATURE	Leg. Approval (	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)			1/////	1-//		
Spale	ОМВ	NIFS Approval	De S	W)	Novas	HAZ.	Yes No Not required if blanket resolution	W <sup>2</sup>
6/1/0	County Attorney	CA RE & Insurance Verification	U 4/	1/07	Q. and	3		
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5/23/	County Executive	Notarization Filed with Clerk of the Leg.	3/	22/0				



# **Contract Summary**

Description: ONR YEAR MENEURA ; 4/1/07-3/31/	08	VIII PARTITION OF THE P	
Purpose:			
Critical maintenance services for the software product CompuC	ourt which is used at th	e Traffic & Parking V	iolations Agency.
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Method of Procurement:			
Sole Source		······································	
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Procurement History:			
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Description of General Provisions:		<del></del>	
This agreement and the related services originally became effective	on April 1, 1996 and is	now being extended	further until March
31, 2008. The CompuCourt license agreement #C-34861 dated Nov	ember 1, 1994 specifie	s that the County mus	t have a maintenance
agreement in place with CONTRACTOR, while using the CompuCo	ourt product in order to	protect against critica	l system failures as
well as routine service needs and repairs.		<b>Г</b>	
·			
		•	
Impact on Funding / Price Analysis:			
Annual Software Maintenance: $04/01/07 - 03/31/08 = $63,826.81$	•	•	
Consulting Services: \$15,000 maximum.	•		-
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Change in Contract from Prior Procurement:			1
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Recommendation: (approve as submitted)			

# **Advisement Information**

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Fund:	ITGEN
Control:	1400
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Object:	5A5
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% Increase	
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TOTAL	\$78,826.81
Other	\$
Capital	\$
State	\$
Federal	\$
County	\$78,826.81
Revenue Contract	XXXXXXX
FUNDING SOURCE	MOUNT

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(8)	ITGENIUM DESAS	\$ 78.826.8
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	SLIRANCE SECTION TOTAL	\$ 78,826.81

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PR5254 (8/04)

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#### Amendment # 4

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of \_\_\_\_\_\_\_\_, 2006 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting on behalf of the County Department of Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "DEPARTMENT"), and (ii) Quest Computer Products, having its principal office at 410 Millstone Drive, Hillsborough, NC 27278 (the "CONTRACTOR").

#### WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR have heretofore on June 18, 1996 entered into a written agreement and amended on March 30, 1999, May 5, 2000 and April 9, 2003 (collectively, the "Original Agreement") for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2006 (the "Original Term");

WHEREAS, COUNTY and DEPARTMENT are desirous of amending said Agreement to extend the term of the Agreement and provide for the increase in annual maintenance fees resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

- 1. <u>Term.</u> Paragraph 2 in the Original Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:
  - a. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2007. COUNTY may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intention enewardensis 30 days in advance of the termination date, which effects shall be executed by CONTRACTOR and delivered to the COUNTY within thirty (30) days of receipt. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with CONTRACTOR, in force, while using the CompuCourt product.

2. Payment. The annual cost charged to the COUNTY by CONTRACTOR, for software maintenance becomes due and payable on April 1st of each year that the Amended Agreement is in effect after COUNTY receives CONTRACTOR's invoice and approved COUNTY claim voucher (the "Voucher"). The cost of the service as agreed upon between the COUNTY and CONTRACTOR is as follows:

	Period ser	vice		Cost service
	April 1, 20	06 through M	arch 31, 2007	\$60,787,44
If the COUNTY	April 1, 20	07 through M	arch 31, 2008	\$63,826.81
elects to		• :		
renew the Agreement:			· .	

- 3. Consulting Services. Service requested by COUNTY that is not "maintenance" under the terms defined in the Original Agreement ("Consulting Services"), is billable at the CONTRACTOR'S hourly rate of \$165.00 per hour for Consulting Services (the "Rate"). COUNTY may also be billed for CONTRACTOR'S travel time at an hourly rate that is onehalf of CONTRACTOR'S Rate/COUNTY will also be billed for CONTRACTOR'S documented travel expenses. The maximum amount to be paid to the Contractor as full consideration for the CONTRACTOR'S Consulting Services under the Amended Agreement shall not exceed \$15,000 per annual maintenance period (April 1 to March 31 of each year). Payment by COUNTY to CONTRACTOR for Consulting Services shall be payable in arrears upon receipt of CONTRACTOR'S invoice and approved Voucher.
- 4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement the 4 day of APAL, 2006.

QUEST COMPUTER PRODUCTS, INC.

Name: PETER INGLIS

Title: Pres 1 Deve Date: 4/4/06

NASSAU COUNTY

Name: Thomas W. Stokes

Title: Deputy County Executive

Date: 7/7/06

PLEASE EXECUTE IN BLUE INK.

STATE OF NORTH CAROLINA)
COUNTY OF O range)
On the 4th day of April in the year 2006 before me personally came  Peter Inclis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the President Outsity the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of sai
corporation.
CindelClordon
NOTARY PURLIC
Cindellordon NOTARY PUBLIC my commission expires: July 27, 2009
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)
On the block day of July in the year 2006 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suttain ; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FREDERICK A. SUZEL JR.
NOTARY PUBLIC, State of New York
No 41-4781488
Qualified in Queens County 2000
Commission Expires February 28, 2000



Department: Information Technology

# E-41-08

SERVICE: Software Maintenance tone year retrem: from 04/01/2008 to 03/31/2009

# **Contract Details**

NIFSID#: <u>CLIT08000002</u>

NIFS Entry Date: 02/19/2008

New Renewal	×
Amendment (#5)	
Time Extension	×
Addl. Funds	Ø
Blanket Resolution RES#	

1) Mandated Program:	Yes	No 🛛
2) Comptroller Approval Form Attached:	Yes 🗵	No [
3) CSEA Agreement § 32 Compliance Attached:	Yes	No 🛛
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No 🗌
5) Insurance Required	Yes 🗵	No 🗌

# **Agency Information**

	Vendor
Name Quest Computer Products	Vendor ID# 561853189-01
Address 410-A Millistone Drive Hillsborough, NC 27278	Contact Person Peter Inglis
	Phone (919) 644-6593

Department Contact	A THE RESERVE THE PROPERTY OF
Carl Bejahano	****Please return the final, approved contract to Peggy Brown
Address	······································
160 Old Country Ros	d
Mincola, NY 11501	
Phone	
(516) 571-6135	

# Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification		g Approval Required
2/25/08	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	≥/75/ N. 100 D	Name
-,-		Contractor Registered	1/08/108/10	
	OMB	NIFS Approval (Contractor Registered)	Not	No Trequired if
2/26/08	County Attorney	CA RE & Insurance Verification	1 2/21dog a Cometto to	iket resolution
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Contract Summary

Descriptions:

	-03/31/09. So	ttmare	Mountage		
Purpose: Critical maintenance servic	es for the soft-				
[E-tand	+ sonware product	CompuCourt wh	iich is used at the T	raffic & Parking Violations	Agency,
	term one y	ear, To	3/31/09	3	
Method of Procurement: See attached executive orde					
0.00	and department nead just	ification.	1	ce provider	)
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## Amendment # 5

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of February 7, 2008 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 410-A Millstone Drive, Hillsborough, NC 27278 (the "Contractor").

## WITNESSETH:

WHEREAS, County and Contractor have heretofore on July 11, 1996 entered into a written agreement, amended on June 18, 1999, August 8, 2000, April 9, 2003 and July 10, 2006 (as amended, the "Original Agreement"), for the purpose of obtaining professional Information Technology and related engineering services; and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2008 (the "Original Term");

WHEREAS, County and Department are desirous of amending the Original Agreement to extend the Original Term and provide for the increase in annual maintenance fees resulting from the installation of new features and enhancements to the existing software system; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

- 1. Term. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2009. County may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intent to renew at least 30 days in advance of the termination date, which letter shall be executed by Contractor and delivered to the County within thirty (30) days of receipt. The CompuCourt License agreement #C-34861 dated November 1, 1994 specifies that the COUNTY must have a maintenance agreement with Contractor, in force, while using the CompuCourt product.
- Payment. The annual cost charged to the County by Contractor, for software maintenance becomes due and payable on April 1<sup>st</sup> of each year that the Amended

#### RULES RESOLUTION NO. - 2008

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO

EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT

BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE

DEPARTMENT OF INFORMATION TECHNOLOGY AND QUEST COMPUTER

PRODUCTS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products for software maintenance services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement amendment with Quest Computer Products, Inc.

Agreement is in effect after County receives Contractor's invoice and approved County claim voucher (the "Voucher"). The cost of the service as agreed upon between the County and Contractor is as follows:

	Period of Service	<b>Cost of Service</b>
•	April 1, 2008 through March 31, 2009	\$67,018.15
If the COUNTY elects to renew the	<u> </u>	•
Agreement:	April 1, 2009 through March 31, 2010	\$70,368.94

- 3. Consulting Services. Service requested by County that is not "maintenance" under the terms defined in the Original Agreement ("Consulting Services") is billable at the Contractor's hourly rate of One Hundred Sixty-Five and 00/100 Dollars (\$165.00) per hour for Consulting Services (the "Rate"). County may also be billed for Contractor's travel time at an hourly rate that is one-half of Contractor's Rate. County will also be billed for Contractor's documented travel expenses. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Consulting Services under the Amended Agreement shall not exceed Fifteen Thousand and 00/100 Dollars (\$15,000) per annual maintenance period (April 1 to March 31 of each year). Payment by County to Contractor for Consulting Services shall be payable in arrears upon receipt of Contractor's invoice and approved Voucher.
- 4. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

The Remainder of this Page Intentionally Left Blank

STATE OF NORTH CAROLINA)
) ss.;
COUNTY OF ORANGE )
On the 6th day of february in the year 2008 before me personally came feter I a les to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Olamber ; that he or she is
the President of Overthopula foduction, the corporation
described herein and which executed the above instrument; and that he or she signed his or
her name thereto by authority of the board of directors of said corporation.
NOTARY PUBLIC PUBLIC & POCHELL SAUTOR  My Commission Oxpires:  4/12/2010
STATE OF NEW YORK)
) ss.: COUNTY OF NASSAU )
On the Ath day of April in the year 2008 before me personally came  Thomas U 5to 165 to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of 51 for the personal say that he or she is a
Deputy County Executive of the County of Nassau, the municipal corporation described
herein and which executed the above instrument; and that he or she signed his or her name

**NOTARY PUBLIC** 

FREDERICK A SUZEL JR
NOTARY PUBLIC-STATE OF NEW YORK
NO. 015U4781488
Qualified in Queens County

thereto pursuant to Section 205 of the County Government Law of Nassau County.

My Commission Expires February 28, 2010.

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

QUEST COMPUTER PRODUCTS, INC.

y: 1emm

Name: VETER L. Inglis

Title: President

Date: 2 6 7008

NASSAU COUNTY

By: \_

Name: Thomas W. Stokes

Title: Deputy County Executive

Date: 4/28/08

PLEASE EXECUTE IN BLUE INK

# **Quest Computer** Products, Inc.

410-A Millstone Drive Hillsborough, North Carolina 27278 919-644-6593 Fax 919-644-6690



**INVOICE NO: 1387** DATE: Jan 10, 2008

To:

County of Nassau

Department of Information Services 160 Old Country Road

Mineola, NY 15501

P.O. NUMBER	DATE DELIVERED	TERMS
	April 1, 2008	Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement		\$ 67,018.15
	04-01-2008 to 03-31-2009	,	
•			
•			
			_
		SUBTOTAL	\$ 67,018.15
		SALES TAX	
-	<b>∮</b> -		
		TOTAL DUE	\$ 67,018.15

THANK YOU FOR YOUR BUSINESS!



Computer Products, Inc.

410-A Millstone Drive Hillsborough, NC 27278

January 17, 2008

Peggy Brown County of Nassau 160 Old Country Road Mineola, NY 11501

Dear Ms. Brown:

The charge for an additional year of CompuCourt support (April 1, 2009 – March 31, 2010) will be \$70,368.94. This charge reflects a 5% increase over the charge for the period April 1, 2008 – March 31, 2009.

Sincerely,

Peter Inglis

President,

Quest Computer Products, Inc.

Howard S. Weltzman Comptroller

FEDERAL TAX ID: 561853189-01



### 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:** Quest Computer Products CONTRACTOR ADDRESS: 410-A Millstone Drive, Hillsborough, NC 27278

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

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

The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_ [date]. [#] proposals were received and evaluated. The evaluation committee consisted [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassan County on June 18, 1996. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after sole source (see attached letter). Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. (X) Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
<b>B.</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.
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

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.

explain why the contractor should nevertheless be permitted to contract with the county.

VII. 

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

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

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

Department Head Signature

Date

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

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

THOMAS R. SUOZZI COUNTY EXECUTIVE



ROBERT J. CHECCA COMMISSIONER

#### Department of Information Technology 160 Old Country Road Mineola, NY 11501 Phone: (516) 571-4265 Fax: (516) 571-3918

Date: May 22, 2007

To: Susan Zecca, Comptroller's Office

From: Robert J. Checca

Re:

TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.



PATRICIA M. REILLY EXECUTIVE DIRECTOR

# NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY 16 COOPER STREET HEMPSTEAD, NEW YORK 11550 (516) 572-2664

### DISCLOSURE FORM

Contract # CQCW03000893

Quest Computer Products, Inc. 410-A Millstone Drive Hillsborough, NC 27278

(919) 644-6593

Sole Owner: Peter Inglis

FROM : Guest Computer Products Inc.

PHONE NO. ; 919 644 6690

Jan. 18 2008 12:46PM P2



### North Carolina Farm Bureau Insurance Group

Ph. (919) 732-2891 - 516 Valley Forge Road - Hillsborough, NC 27278

Dale Dixon Agency Manager

18 January 2008

Nassau County Traffic & Parking Violations Agency 16 Cooper Street Hampstead, NY 115500

Mr. Peter Inglis has a current policy with us. Policy dates are 01/17/2008 thru 01/17/2009. He has a BSN(Business Owner policy) covering his personal equipment with a one million dollar per occurrence liability rider.

Bale Dixon

North Carolina Farm Bureau

Agency Manager

Hills borough, NC 27278



## Nassau County Information Technology Inter Departmental Memo

r	,	*

Elizabeth Botwin, Chief Deputy Comptroller's

Department

From:

Robert Checca, IT Commissioner

Date:

February 20, 2008

Subject:

**Evaluation of Contractor Performance** 

**Quest Computer Products, CNTEGST37111** 

### **Evaluation of Contractor Performance**

**Quest Computer Products** 

### Maintenance Services for the Software Product CompuCourt

Nassau County entered into contract extension with Quest Computer Products on 04/01/2008. The consultant has performed at or above the standards set forth in the contract.

·
Has the Consultant operated within the timeframe set forth in the contract?  Yes \sum No
Has the Consultant operated within the budget set forth in the contract?  Yes No
Has the consultant submitted deliverables as set forth in the contract?  Yes \sum No
Has the consultant met all obligations as set forth in the contract?  Yes \[ \sum \ No \]
The IT Department has rated the work of Quest Computer Products as Excellent. The IT Department has been monitoring their performance with satisfaction and wish to extend the term of the contract for an additional twelve months.

Robert Checca, IT Commissioner

g gg<sup>t</sup>a - ag



Department: Information Technology

### **Contract Details**

NIFS ID #: <u>CLIT09000003</u> NIFS Entry Date: <u>03/03/2009</u>

SERVICE: Software Maintenance (one year renewal)
Term: from 04/01/2009 to 03/31/2010

New Renewal	1) Mandated Program:	<del></del>
Amendment(#6')		Yes No 🗵
Time Extension	2) Comptroller Approval Form Attached:	Yes 🛛 No 🗌
Addl. Funds	3) CSEA Agreement § 32 Compliance Attached:	Yes No No
Blanket Resolution	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes No
RES#	5) Insurance Required	
		Yes 🛛 No 🗌
.5,67%		<b>*</b>

### **Agency Information**

	ក្នុនី(ច្ប
Name Quest Computer Products, TnC.	Vendor ID# 561853189-01
Address 410-A Millstone Drive Hillsbörough, NC 27278	Contact Person Peter Inglis
<u> </u>	Phone (919) 644-6593

Department Contact	
Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 160 Old Country Ros Mineola, NY 11501	d
Phone (516) 571-6135	

### **Routing Slip**

TO THE	A Dipardinal	talian salutentina yang dan mengangan		1 Stephenson	12 (10 (10 (1) )
	Department	NIFS Appvl (Dept. Head)		1606	
		Contractor Registered			
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3/11/09	County Attorney	CA RE & Insurance Verification	13/1/8		blanket resolution
	County Attorney	CA Approval as to form	To Blik	1	
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval		-A.C.	
	Comptroller	NIFS Approval		Coll	
	County Executive	Notarization Filed with Clerk of the Leg.	H 4/2/0		



Department: Information Technology

Contract Summary

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	chanz	•							ervices as well as routine services	e
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### Amendment # 6

THIS AMENDMENT dated as of March 03, 2009 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 410-A Milistone Drive, Hillsborough, NC 27278 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number C37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, April 9, 2003, July 10, 2006 and April 28, 2008 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2009 with an option to renew for an additional one year term (the "Original Term");

WHEREAS, The CompuCourt License agreement requires the COUNTY to retain the Contractor to provide maintenance and using the CompuCourt license; WHEREAS, County and De With the terms and conditions set forth therein:

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

- 1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2010 ("Amended Term").
- 2. <u>Payment.</u> The annual cost for the Services provided during the Amended Term shall be Seventy Thousand Three Hundred and Sixty-eight and 94/100s Dollars (\$70, 368.94) which amount shall be due and payable on April 1, 2009 or as soon thereafter as a Voucher is received and approved by the County.

3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

The Remainder of this Page Intentionally Left Blank

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

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)
) ss,:
COUNTY OF ORANGE )
On the <u>b</u> day of <u>MARIH</u> in the year <u>2009</u> before me personally came <u>Percel</u> . <u>Twell</u> to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Ontwice; that he or she is the Ores in the organization described
herein and which executed the above instrument; and that he or she signed his or her name
thereto by authority of the board of directors of said corporation.
NOTARY PUBLIC NOTARY
STATE OF NEW YORK COUNTY
) ss.:
COUNTY OF NASSAU )
On the 2nd day of April in the year 2009 before me personally came  Thomas W 5tolks to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Sufferile; that he or she is a Deputy
County Executive of the County of Nassau, the municipal corporation described herein and which
executed the above instrument; and that he or she signed his or her name thereto pursuant to
Section 205 of the County Government Law of Nassau County.

**NOTARY PUBLIC** 

FREDERICK A SUZEL JR.
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SU4781488
Qualified in Queens County
My Commission Expires February 28, 2918

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5300	3/6/2009	\$ **266.00	DOLLARS		<u>6</u> .		
QUEST.COMPUTER PRODUCTS, INC. BRANCH BANKING AND TRUST COMPANY 410-AMILISTONE DRIVE.		Nessau County	Two Hundred Sixty-Six and 00/100***************	Name au County	Business Value Checking		AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE
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THOMAS R. SUOZZI COUNTY EXECUTIVE



ROBERT J. CHECCA COMMISSIONER

### Department of Information Technology

240 Old Country Road Mineola, NY 11501 Phone: (516) 571-4265 Fax: (516) 571-3918

February 20, 2009

Mr. Peter Inglis President Quest Computer Products, Inc. 410-A Millstone Drive Hillsborough, NC 27278

In accordance with Section 1 of the contract dated April 4, 2006 between Nassau County, Department of Information Technology and Quest Computer Products, it is our intent to renew this agreement for one (1) additional one (1) year term from April 1, 2009 to March 31, 2010. Please indicate your agreement to renew by executing this letter as provided below.

Robert J. Checca

Sincerel

# **Quest Computer Products, Inc.**

410-A Millstone Drive Hillsborough, North Carolina 27278 919-644-6593 Fax 919-644-6690



INVOICE NO: 1408 DATE: Jan 10, 2009

To: County of Nassau

Department of Information Services

240 Old Country Road Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS
	April 1, 2009	Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement		\$ 70,368.94
	04-01-2009 to 03-31-2010		V 1 0,000.0-1
	·		
		·	
	·	SUBTOTAL	\$ 70,368.94
		SALES TAX	
		TOTAL DUE	\$ 70,368.94

THANK YOU FOR YOUR BUSINESS!

THOMAS R. SUOZZI COUNTY EXECUTIVE

PATRICIA M. REILLY EXECUTIVE DIRECTOR



### NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY 16 COOPER STREET HEMPSTEAD, NEW YORK 11550 (516) 572-2654

### **DISCLOSURE FORM**

Contract # CQCW03000893

Quest Computer Products, Inc. 410-A Millstone Drive Hillsborough, NC 27278

(919) 644-6593

Sole Owner: Peter Inglis

Howard S. Weitzman 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: Quest Computer Products

CONTRACTOR ADDRESS: 410-A Millstone Drive, Hillsborough, NC 27278

**FEDERAL TAX ID:** <u>561853189-01</u>

I. The contract was awarded to the last for sealed bids. The contract was awar in			
[date]. The sealed bids were publicly opened sealed bids were received and opened.	d on	[date]	[#] of
The Contract was entered into after a written a	request for proposals	was issued on	V-10-11-11-11-11-11-11-11-11-11-11-11-11-
II.   The contractor was selected purs The Contract was entered into after a written a [date]. Potential proposers were made aware of [newspaper advertisement, posting on website, copies of the RFP. Proposals were due on	request for proposals f the availability of th mailing, etc.].	was issued on ne RFP by [#] of potential prop	iosers requested

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

The contract was originally executed by Nassan County on June 18, 1996. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after sole source (see attached letter). Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

compelling need to continue services through the same provider. In those circumstances, attach an

VII. 

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

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

Department Head Signature

Date

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

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

THOMAS R. SUOZZI COUNTY EXECUTIVE



ROBERT J. CHECCA COMMISSIONER

Department of Information Technology 160 Old Country Road Mineola, NY 11501 Phone: (516) 571-4265 Fax: (516) 571-3918

Date: May 22, 2007

To: Susan Zecca, Comptroller's Office

From: Robert J. Checca

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

FAML4010 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM DOCUMENT HEADER

03/10/2009 10:51 AM

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS

ENTERED BY

446

: BROWN, PEGGY, 16627

DOCUMENT NUMBER DOCUMENT NUMBER : CLIT09000003 INPUT PERIOD (MM YYYY) : 03 2009 MARCH

INITIATING DEPT : IT

VENDOR NUMBER / SUFFIX : 561853189 01 APPROVAL TYPE : 01

VENDOR NAME : QUEST COMPUTER PRODUCTS INC

: 410-A MILLSTONE DRIVE VENDOR ADDRESS

> HILLSBOROUGH NC 27278

COUNTRY : USA

ALPHA VENDOR : QUEST COMPUTER PRODUCTS

BANK NUMBER TREAS NO

DUE DATE SINGLE CHECK DOCUMENT AMOUNT 70,368.94 CURRENCY CODE

NUMBER OF LINES RESPONSIBLE UNIT :

TRANSACTION CODE HASH TERMS

NOTEPAD (Y OR N) : N POSTING/EDIT ERRORS

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY F7-VIEW DOC F8-SUBMIT F'9-LINK F12-ADL FCTNS F10-SAVE

G014 - RECORD FOUND

FAML4050 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM

03/10/2009 ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 10:52 AM

DOCUMENT : CLIT09000003 - 01 INPUT PER: 03 2009 AMOUNT :

70,368.94

: 109 ADD A SUFFIX TO A CONTRACT TRANS CODE

DOCUMENT REF : CNTEGST37111 11

: QUEST TPVA COMPUCOURT MAINT RENEWAL 4/1/09-3/31/10 TRANS DESC.

TRANS AMOUNT 70,368.94

INDEX : ITGEN1400 INFORMATION TECHNOLOGY-DATA CENTER OPER

SUBOBJECT : DE5A5 SOFTWARE CONTRACTS

UCODE/ORD#/DRC

GRANT

GRANT DETAIL

PROJECT PROJECT DETAIL START DATE END DATE

FINANCIAL ERRORS :

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

F7-VIEW DOC

G008 - NEXT RECORD DISPLAYED

FAML4760 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM DOCUMENT DISPLAY

03/10/2009 10:52 AM

DOCUMENT : CLIT09000003

INPUT PERIOD: 03 2009

AMT :

70,368.94

S SFX T/C DOCUMENT REF PST/GST DESCRIPTION

INDEX

SUBOBJ VENDOR

G/L SUBSID ERR TRANS AMOUNT

01 109 CNTEGST37111 11 ITGEN1400

DE5A5

QUEST TPVA COMPUCOURT MAINT RENEWAL 4/1/09-3/31/10

70,368.94

F1-HELP F2-SELECT

F7-PRIOR PG F8-NEXT PG F9-LINK

FAML©050 V4.2 LINK TO: NIFS PRODUCTION SYSTEM DOCUMENT SUMMARY INQUIRY

03/03/2009 2:16 PM

ACTIVE FISCAL MO

FISCAL MO/YEAR : 03 2009 MAR 2009

DOCUMENT PREFIX:

S DOCUMENT	INDEX	SUBOBJ	VENDOR NAME	PAY/RCPT	BALANCE
CNTEGST37111	01 GSGEN2100	DE5A5	QUEST COMPUTER	73,505	0
CNTEGST37111	02 TVGEN1000	DE500	QUEST COMPUTER	12,325	Õ
CNTEGST37111	03 PKGEN6500	DE5A5	QUEST COMPUTER	47,628	ŏ
CNTEGST37111	04 PKGEN6500	DE5A5	QUEST COMPUTER	50,009	Õ
CNTEGST37111	05 ITGEN1000	DE5A5	QUEST COMPUTER	123,073	ŏ
CNTEGST37111	06 ITGEN1100	DE500	QUEST COMPUTER	63,502	Õ
CNTEGST37111	07 ITGEN1400	DE5A5	QUEST COMPUTER	60,787	ŏ
CNTEGST37111	08 ITGEN1400	DE5A5	QUEST COMPUTER	63,826	ŏ
CNTEGST37111	09 ITGEN1400	DE5A5	QUEST COMPUTER	0	15,000
CNTEGST37111	10 ITGEN1400	DE5A5	QUEST COMPUTER	67,018	0
CNTEGS36916C	01 GSGEN4000	DF551	NEW YORK POWER	144,743	ŏ
CNTEGS36916C	02 GSGEN4000	DF551	NEW YORK POWER	72,371	Õ
CNTEGS36916C	03 PKGEN6900	DF551	NEW YORK POWER	72,371	Ő
CNTEGS38067C	01 GSGEN1550	DE500	IRON MOUNTAIN	39,414	ň
CNTEGS38067C	02 GSGEN2050	DE500	IRON MOUNTAIN	76,782	Ŏ
F1-HELP F2-	-SELECT			5-NEXT	
F7-PRIOR PG F8-	-NEXT PG F9-	LINK		* ******	•
G014 - RECORD FO	DUND				



E-16-10 Department: Information Technology

## **Contract Details**

NIFS ID #: CLIT10000002

NIFS Entry Date: 02/17/2010

SERVICE: Software Maintenance (one year renewal)
Term: from 04/01/2010 to 03/31/2011

Nov. Cla	<u> </u>	<u> 93/31/201</u>	.1
New Renewal	1) Mandated Program:		
Amendment #7	2) Comptroller Approval Form Attached:	Yes 🔲	No D
Time Extension	3) CSEA Agreement \$ 20.5	Yes 🛛	No [
Addl. Funds	3) CSEA Agreement § 32 Compliance Attached:	Yes 🔲	No D
Blanket Resolution	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No [
RES#	5) Insurance Required		100
		Yes 🛛	No [

## **Agency Information**

Name	Vendor DB
Quest Computer Products	Vendor ID# 561853189-01
Address -410-A Millstone Drive Hillsborough, NC 27278	Contact Person Peter Inglis
	Phone (919),644-6593

Department Contact	Department
Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 240 Old Country Road Mineola, NY 11501	1
Phone (516) 571-6135	

## Routing Slip

DATE A	DEPARTMENT	DATE DATE	
	Department	DATE Approach SIGNATURE SLEE Approach SIGNATURE SIGNATUR	
Disho	OMB	NIFS Approval	
1/19/10	County Attorney	(Contractor Registered)  CA RE & Insurance Verification  Yes No Not required blanket resolution	d <del>}f</del>
<u> </u>	County Attorney	CA Approval as to form DN NO SEE YESTO NO	
	Legislative Affairs	Fw'd Original Contract to	L.
	County Attorney	NIFS Approval	
	Comptroller	NIFS Approval	
	County Executive	Notarization Filed with Clerk of the Leg. 4710	



Contract Summary

Description:											
One year rene	wal 04/01/10~0	3/31/11.	So Ftwo	are Ma	int	そへなり	ie - 1	Ane	r g we	十井	7
Purpose: Critical maint	enance service	s for the softw	are product Co	mpuCourt which	is uper	ot the Tree	ffic & David	ing Viole	Hone A		
	•				ed moti	at the 110	uic oc Patri	ing viois	mons Agen	cy.	
Method of Pro	curement:		····					<del></del> -	· ····		
See attached e	xecutive order	and departme	nt head justific	ation.							
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See attached ex	recutive order	and departme	nt bead justific	ation.					,		
Description of	General Provi	sions:	1 27	······································							
				effective on April mber 1, 1994 spec							
with the CONT	***********	hile using the (	CompuCourt pr	oduct in order to	protec	t against cr	itical systen	ns failur	es as well a	s routine so	ervice
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Annual Softwa	re Maintenan	ce: 04/01/10 0	3/31/2011 = \$73	3,887.38							
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Change in Con	tract from Pri	or Procuremer	ıt:								
Recommendati	on: Approve a	s submitted.									
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Adviser				Branch M. Mark Street	===	I					
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Resp:	DE	Federal		\$			01	-fe	2/19/10	\$	
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Transaction:		Capital Other		\$		5	· orono	7.1			JATE)
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	locument was accepte	ed Into NIFS.	pro	nercumbered balance suffi esent in the appropriation t	o be charg	ed		MV	<b>/</b> (		
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		V	312								

### RULES RESOLUTION NO. 19-2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE
DEPARTMENT OF INFORMATION TECHNOLOGY AND QUEST COMPUTER
PRODUCTS

Passed by the Rules Committee Nassau County Legislature	
Nassau County Legislature By Voice Vote on MAR 0 I 2010 VOTING:	
ayes 7 nayes 6 abstained 6 fecused 6	5

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products for software maintenance services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement amendment with Quest Computer Products, Inc.

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130ward S. Weitzman 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: Quest Computer Products CONTRACTOR ADDRESS: 410-A Millstone Drive, Hillsborough, NC 27278 **FEDERAL TAX ID:**  <u>561853189-01</u> Instructions: Please check the appropriate box ("\overline") after one of the following roman numerals, and provide all the requested information. I. 

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

The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by\_ [newspaper advertisement, posting on website, mailing, etc.]. [#] of potential proposers requested copies of the RFP. Proposals were due on [date]. [#] proposals were received and evaluated. The evaluation committee consisted [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. III. [X] This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on June 18, 1996. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after sole source (see attached letter).

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. (X) Pursuant to Executive Order No. 1 of 1993 as amended, the attached
memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
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

2.

explanation of why a competitive process and/or performance evaluation is inapplicable.

evaluations may not be possible because of the nature of the human services program, or because of a compelling heed to continue services through the same provider. In those circumstances, attach an

VII. 

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

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

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

Department Head Signature

Date

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

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

### Amendment #7

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of February 11, 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 410-A Millstone Drive, Hillsborough, NC 27278 (the "Contractor").

#### WITNESSETH:

WHEREAS, County and Contractor have heretofore on July 11, 1996 entered into a written agreement, which was thereafter amended on June 18, 1999, August 8, 2000, April 9, 2003, July 10, 2006 and April 28, 2008 (the "Original Agreement"), for the purpose of obtaining professional Information Technology and related engineering services for the CompuCourt system; and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2010 (the "Original Term");

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to maintain a support and maintenance agreement with Contractor while using the CompuCourt product; and

WHEREAS, County and Department are desirous of amending the Original Agreement to extend the Original Term; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

- 1. Term. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2011. County may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intent to renew at least 30 days in advance of the termination date, which letter shall be executed by Contractor and delivered to the County within thirty (30) days of receipt.
- 2. Payment. The annual cost charged to the County by Contractor, for software maintenance becomes due and payable on April 1<sup>st</sup> of each year that the Amended Agreement is in effect after County receives Contractor's invoice and approved County claim voucher (the "Voucher"). The cost of the Service as agreed upon between the County and Contractor is as follows:

Period of Service

Cost of Service

April 1, 2010 through March 31, 2011

\$73,887.38

If the COUNTY elects to renew the Agreement:

April 1, 2011 through March 31, 2012

\$77,581.74

3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

By: <u>Fuli & Ingls</u>

Name: <u>Peter L. Inquis</u>

Title: <u>President</u>

NASSAU COUNTY

Date: 2/12/2010

Bv:

Name: /kichard R. Wa

Title: Deputy County Executive

Date: 4/7/10

PLEASE EXECUTE IN BLUE INK

) ss.
COUNTY OF ORANGE)
On the 12 day of tebruary in the year 2010 before me personally came
WILL L. CLOCKIII IO me netsonally known who being by mo duly grown it is in
that he or she resides in the County of Oromore; that he or she is the President of Quest Computer Phoducts, the corporation described herein and which executed the
above instrument; and that he or she signed his or her name thereto by authority of the board of directors
of said corporation.
NOTARY PUBLIC 2-12, AOUD TO TARY 12
NOTARY PUBLIC 9-12. AOID
TO PUBLY SO
STATE OF NEW YORK)
) ss. COUNTY OF NASSAU )
On the day of Ami/ in the year 2010 before me personally came
21 Chard Wellem to me personally known, who heing by me duly sworn did denote and say
that he or she resides in the County of Chasca : that he or she is a Denuty County Evecutive
of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.
Dorcer Wennes
NOTARY PUBLIC DORBEN R. PENNICA
NOTARY PUBLIC STATE OF NEW YORK STATE OF NEW YORK
COMMISSION NO. 01PE6170832 EXPIRES 7/23/2014
EXCINED (1-4)

STATE OF NORTH CAROLINA)



Computer Products, Inc.

410-A Millstone Drive Hillsborough, NC 27278

February 12, 2010

The County of Nassaul

Mineola, NY

To whom it may concern:

Peter Inglis is the sole owner and only employee of Quest Computer Products, Incorporated.

Sincerely,

Peter Inglis

BB&I STOOMPUTER PRODUCTS, INC.
410-A MILLSTONE DRIVE
HILLSBOROUGH NC 27278

BRANCH BANKING AND TRUST LOMPANY
BOO BANK BBT LOST

2 1 1 20 10

PAY TO THE MASSAU COUNTY TOGALUSER

BRANCH BANKING AND TRUST LOMPANY
BOO BANK BBT LOST LOWPANY
BOO BANK BBT LOS

# Quest Computer Products, Inc.

410-A Millstone Drive Hillsbor⇔ugh, North Carolina 27278 919-644--6593 Fax 919-644-6690



Quotation DATE: Jan 6, 2010

To:

Nassau County Information Technology 240 Old Country Road Mineola, NY 11501

CONTRACT	IUMBER	DATE DELIVERED		TERMS	······································
QUANTITY		DESCRIPTION	H	UNIT PRICE	AMOUNT
	Compu	Court annual software maintenance			
,	The cha	arge for the current period 4/1/2009 - 3/31/2010 was s	\$70,368.94		
	A 5% p	er year increase was used to calculate future charges	3		
	Mainten	nance for the period 4/1/2010 - 3/31/2011 is \$ 73,887.	.38		
	Mainten	nance for the period 4/1/2011 - 3/31/2012 is \$ 77,581.	74		
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#### NIFS PRODUCTION SYSTEM DOCUMENT HEADER

02/17/2010 2:04 PM

LNT CATEGORY LERED BY DOCUMENT NUMBER INPUT PERIOD (MM YYYY) VENDOR NUMBER / SUFFIX VENDOR NAME VENDOR PADDRESS	CL CONTRACT INCREASE /CHANGE TERMS BROWN, PEGGY, 16627 CLIT10000002 INITIATING DEPT 02 2010 FEBRUARY 561853189 01 APPROVAL TYPE QUEST COMPUTER PRODUCTS INC 410-A MILLSTONE DRIVE	: IT : 01
COUNTRY ALPHA VENDOR BANK NUMBER DUE DATE DOCUMENT AMOUNT NUMBER OF LINES TRANSACTION CODE HASH	HILLSBOROUGH NC 27278  USA QUEST COMPUTER PRODUCTS TREAS NO SINGLE CHECK CURRENCY CODE RESPONSIBLE UNIT	: : :
TERMS POSTING/EDIT EPROPS	NOTEPAD (Y OR N)	: N

POSTING/EDIT ERRORS

G014 - RECORD FOUND

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE

F6-DTL ENTRY F12-ADL FCTNS 4.2

## NIFS PRODUCTION SYSTEM . 02/17/2010 ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 2:04 PM

..ENT : CLIT100000002 - 01 INPUT PER: 02 2010 AMOUNT : 73,887.38

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT

DOCUMENT REF : CNTEGST37111 12

TRANS DESC. : QUEST MAINTENANCE 4/1/10-3/31/11 (TPVA COMPUCOURT)

TRANS AMOUNT : 73,887.38

TROUBLE DATA CENTER TECHNICAL

DATA CENTER TECHNICAL

INDEX : ITGEN1415 SUBOBJECT : DE5A5

SOFTWARE CONTRACTS

UCODE/ORD#/DRC :

GRANT

GRANT DETAIL

PROJECT

PROJECT DETAIL :

START DATE :

END DATE

FINANCIAL ERRORS :

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

#### NIFS PRODUCTION SYSTEM DOCUMENT DISPLAY

02/17/2010 12:10 PM

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73,887.38

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INDEX SUBOBJ VENDOR

PST/GST DESCRIPTION

G/L SUBSID ERR TRANS AMOUNT

73,887.38

01 109 CNTEGST37111 12 ITGEN1415 DE5A5
QUEST MAINTENANCE 4/1/10-3/31/11 (TPVA COMPUCOURT)

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

## NIFS PRODUCTION SYSTEM DOCUMENT HEADER

02/17/2010 2:07 PM

LENT CATEGORY : CL CONTRACT INCREASE / CHANGE TERMS

ERED BY : BROWN, PEGGY, 16627

DOCUMENT NUMBER : INITIATING DEPT : IT

INPUT PERIOD (MM YYYY) : 02 2010 FEBRUARY

VENDOR NUMBER / SUFFIX : APPROVAL TYPE :

VENDOR NAME

VENDOR ADDRESS :

COUNTRY : ALPHA VENDOR :

BANK NUMBER
DUE DATE
TREAS NO
SINGLE CHECK

DUE DATE : SINGLE CHECK :

DOCUMENT AMOUNT : CURRENCY CODE :

NUMBER OF LINES : RESPONSIBLE UNIT :

TRANSACTION CODE HASH : NOTEPAD (Y OR N) :

TERMS : NOTEPAD (Y OR N)
POSTING/EDIT ERRORS :

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APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CLIT10000002

MO/YEAR: 02 2010 FEB 2010 DOCUMENT PREFIX:

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	CNTEGST37111	01	GSGEN2100	DE5A5	QUEST COMPUTER	73,505	0
	CNTEGST37111	02	TVGEN1000	DE500	OUEST COMPUTER	12,325	Ó
	CNTEGST37111	03	PKGEN6500	DE5A5	QUEST COMPUTER	47,628	Ō
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	CNTEGST37111	05	ITGEN1000	DE5A5	QUEST COMPUTER	123,073	Ô
	CNTEGST37111	06	ITGEN1100	DE500	QUEST COMPUTER	63,502	0
	CNTEGST37111	07	ITGEN1400	DE5A5	QUEST COMPUTER	60,787	0
	CNTEGST37111	08	ITGEN1400	DE5A5	QUEST COMPUTER	63,826	0
	CNTEGST37111	09	ITGEN1400	DE5A5	QUEST COMPUTER	6,682	0
	CNTEGST37111	10	ITGEN1400	DE5A5	OUEST COMPUTER	67,018	0
	CNTEGST37111	11	ITGEN1400	DE5A5	QUEST COMPUTER	70,368	0
	CNTEGS36916C	01	GSGEN4000	DF551	NEW YORK POWER	144,743	0
	CNTEGS36916C	02	GSGEN4000	DF551	NEW YORK POWER	72,371	0
	CNTEGS36916C	03	PKGEN6900	DF551	NEW YORK POWER	72,371	0
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G	)14 - RECORD I	TUO!	4D				

Contract ID#: CNTEGST37111



Department: <u>Information Technology</u>

Contract Details
NIFS ID #: CLIT11000003

NIFS Entry Date: <u>02/14/2011</u>

SERVICE: Software Maintenance (one year renewal)

Term: from	04/01/2011 to	03/31/2012
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New Renewal	1) Mandated Program:	Yes	No 🛛
Amendment #8	2) Comptroller Approval Form Attached:	Yes 🛛	No 🗆
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🔲	No 🗵
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🛛	No 🗆
Blanket Resolution RES#	5) Insurance Required	Yes 🗵	Ì∾ □

## **Agency Information**

Name	Vendor ID#
Quest Computer Products	561853189-01
Address 410-A Millstone Drive	Contact Person
Hillsborough, NC 27278	Peter Inglis
	Phone (919) 644-6593

Department Contact	nebartmeut
Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 240 Old Country Ros Mincols, NY 11501	đ
Phone (516) 571-6135	,

### **Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	(2) 17 1 (2) 18 1	DATE *** Appv'd&	SIGNATURE	Leg. Approval
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	X	ST A. W. (M. 13)		
		Contractor Registered				18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
212011	OMB	NIFS Approval (Contractor Registered)		DEIII	Mew	Yes No No Not required if blanket resolution
72/11	County Attorney	CA RE & Insurance Verification	ज :	3/2/11	a. amato	with the second of
	County Attorney	CA Approval as to form	P	Jali	11.08	Yes□ No 🗷
	Legislative Affairs	Fw'd Original Contract to CA		1-1-	110	
	County Attorney	NIFS Approval	[JØ] 3,	411	11/1/	
	Comptroller	NIFS Approval		18/41	D 1	
_	County Executive	Notarization Filed with Clerk of the Leg.		3/23/	1//2	17 本典の場合(一語を記録)では、10 では会議



Department: Information Technology

Contract Summary

One year renew	val 04/01/11-03/3	1/12.									
Purpose: Critical mainte	nance services fe	or the software pr	oduct Con	ipuCourt which is	used	at the Trai	Mc &	Parking Violatio	ns Agency.	,	
•											
Method of Proc See attached ex		d department hea	ıd justifica	tion.			<del></del>		<del></del> .		
Procurement H	istoru,		<del>.</del> <u>-</u>	· · · · · · · · · · · · · · · · · · ·		·				· ·	
See attached ex	ecutive order an	d department hea	d justifica	tion.							
The CompuCou	and the related irt license agree RACTOR, whil	services originally ment #C-34861 da	ited Noven	effective on April 1, nber 1, 1994 specifi nduct in order to pi	ies t <b>h</b>	at the Cou	ntv m	ist have a mainte	nance agree	ement in place	
Impact on Fund Annual Softwar	ling / Price Anal re Maintenance:	ysis: 04/01/11 – 03/31/2	2012 = \$77	,581.74	,						
				,							
Change in Cont	ract from Prior	Procurement:									
Recommendation	oni Ampravia ac	arhanistad									
Recommendan	on, Approve as s					<del> </del>				**************************************	J
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#### Amendment #8

THIS AMENDMENT dated as of February 17, 2011 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 410-A Millstone Drive, Hillsborough, NC 27278 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number C37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, April 9, 2003, July 10, 2006, April 28, 2008 and April 7, 2010 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2011 with an option to renew for an additional one year term (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the CompuCourt license; and

WHEREAS, County and Department desire to renew the Original Agreement in accordance with the terms and conditions set forth therein; and

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

- 1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2012 ("Amended Term").
- 2. Payment. The annual cost for the Services provided during the Amended Term shall be Seventy Seven Thousand Five Hundred and Eighty-One and 74/100s Dollars (\$77,581.74) which amount shall be due and payable on April 1, 2011 or as soon thereafter as a Voucher is received and approved by the County.

3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement. The Remainder of this Page Intentionally Left Blank

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

QUEST COMPUTER PRODUCTS, INC.

By: Pete Angli
By: The every
Name: Peter Inqui
Title: President
Date: 2 17 2019
NASSAU COUNTY
4
By: Ruser
Name: Richard R. Walker.
Title: Deputy County Executive
Date: 3-23-11

PLEASE EXECUTE IN BLUE INK

COUNTY OF DUNY )	
On the 17 day of February in the year 2011 before me personally came Peter Ingles to me personally known, who, being by me duly sworn, did of that he or she resides in the County of August that he or she is the present of August Computer Reducts the corporation described herein and which executes above instrument; and that he or she signed his or her name thereto by authority of the boar of said corporation.  Deliable Of Said Corporation.  PUBLIC  PUBLIC  PUBLIC  PUBLIC  PUBLIC  PUBLIC  PUBLIC  STÀTE OF NEW YORK)	cuted the
COUNTY OF NASSAU )	
On the 3 day of March in the year 201 before me personally came Lichard Walker to me personally known, who, being by me duly sworn, did of that he or she resides in the County of Nassau, the municipal corporation described herein and which executed to instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the Government Law of Nassau County.	lepose and say ty Executive he above
DOREEN R. PENNICA	

NOTARY PUBLIC

STATE OF NEW YORK

COMMISSION NO. 01PE6170832 EXPIRES 7/23/2011

STATE OF NORTH CAROLINA)

NOTARY PUBLIC

Donagn Mannica



February 24, 2011

Nassau County Traffic & Parking Violation Agency 16 Cooper Street Hampstead, NY 115500

Dear Sir,

Quest Computer Products, Inc. has an active insurance policy with Travelers Insurance Company. The policy dates are 03/01/2010-03/01/2011. The policy covers his business personal property: In addition it includes commercial general liability with a limit of two million dollars per occurrence.

Regards,

Scott LaNier

Agent

Edward P. Mangano COUNTY EXECUTIVE



Ed Elsenstein COMMISSIONER

#### Department of Information Technology 240 Old Country Road Mineola, NY 11501 Phone: (516) 571-4265 Fax: (516) 571-3918

Date: February 15, 2011

To: Comptroller's Office

From: Ed Eisenstein

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

## Inter-Departmental Memo

To:

Robyn Race

Nassau County Contracts Office

From:

Craig Love, Commissioner

Department of General Services

Date:

March 27, 2003

Subject:

Exec Order #1

Quest Computer Products, Inc.

Traffic Court System Software Maintenance Contract

Agreement C-37111

#### Purpose:

The computer based traffic Court System system used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication, and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.

Craig Love
Commissioner

George Maragos Comptroller



#### OFFICE OF THE COMPTROLLER 240 Old Country Road

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:	Quest Computer Products				
CONTRACTOR	ADDRESS:	410-A	Millstone Drive	, Hillsborough,	NC 27278	
FEDERAL TAX	ŒD #:	561853	3189-01			
Instructions: Pleas roman numerals, a  I. □ The contract v for sealed bids. The sealed bids were received.	vas awarded to The contract was	the requarter the lower awarded	ested informati est, responsible after a request [newspaper]	bidder after a for sealed bids on	dvertisement was published	
II. □ The contractor The Contract was enter [date]. Potential propose [newspaper advertisems copies of the RFP. If received and of:	red into after a wr sers were made aw ent, posting on wel Proposals were du evaluated.	ritten reque vare of the bsite, mail e on The	est for proposals vavailability of the ing, etc.]. [# evaluation	vas issued on RFP by	posers requested proposals were	
	······		[list members].	The proposals v	vere scored and	
ranked. As a result of the	ne scoring and rank	cing (attacl	hed), the highest-ra	inking proposer w	as selected.	

III. [X] This is an amendment of an existing contract.  The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V.   — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. 

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

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

VII. 

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

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

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

Department Head Signature

Date

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

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

FAML4010 V4.2 

#### NIFS PRODUCTION SYSTEM DOCUMENT HEADER

02/14/2011 5:21 PM

DOCUMENT CATEGORY

: CL CONTRACT INCREASE / CHANGE TERMS

ENTERED BY

: BROWN, PEGGY, 16627

DOCUMENT NUMBER

INPUT PERIOD (MM YYYY)

INITIATING DEPT : IT

VENDOR NUMBER / SUFFIX

: 02 2011 FEBRUARY

APPROVAL TYPE

VENDOR NAME

VENDOR ADDRESS

COUNTRY

ALPHA VENDOR

BANK NUMBER

DUE DATE

DOCUMENT AMOUNT

NUMBER OF LINES

TRANSACTION CODE HASH

TERMS

POSTING/EDIT ERRORS

F1-HELP F2-SELECT F3-DELETE F7-VIEW DOC F8-SUBMIT F9-LINK

F4-PRIOR F10-SAVE

F5-NEXT

TREAS NO

SINGLE CHECK

CURRENCY CODE

RESPONSIBLE UNIT :

NOTEPAD (Y OR N) :

F6-DTL ENTRY F12-ADL FCTNS

APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER: CLIT11000003

FAML4010 V4.2 NIFS PRODUCTION SYSTEM 02/14/2011 LINK TO: DOCUMENT HEADER 5:20 PM DOCUMENT CATEGORY : CL CONTRACT INCREASE / CHANGE TERMS ENTERED BY : BROWN, PEGGY, 16627 DOCUMENT NUMBER : CLIT11000003 INITIATING DEPT : IT INPUT PERIOD (MM YYYY) : 02 2011 FEBRUARY VENDOR NUMBER / SUFFIX : 561853189 01 APPROVAL TYPE : 01 VENDOR NAME : QUEST COMPUTER PRODUCTS INC VENDOR ADDRESS : 410-A MILLSTONE DRIVE HILLSBOROUGH NC 27278 COUNTRY : ÚSA ALPHA VENDOR : QUEST COMPUTER PRODUCTS BANK NUMBER TREAS NO DUE DATE SINGLE CHECK DOCUMENT AMOUNT 77,581.74 CURRENCY CODE NUMBER OF LINES : 1 RESPONSIBLE UNIT : TRANSACTION CODE HASH TERMS NOTEPAD (Y OR N) : N

F5-NEXT

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POSTING/EDIT ERRORS

G014 - RECORD FOUND

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE

FAML4250 V4.2

NIFS PRODUCTION SYSTEM OTHER DOCUMENTS

02/23/2011 12:35 PM

**DOCUMENT** : CLIT11000003 - 01 INPUT PER : 02 2011 AMT : 

77,581.74

TRANS CODE

DOCUMENT REF

TRANS DESC.

TRANS AMOUNT

INDEX

SUBOBJECT

UCODE/ORD#/DRC

: 109 ADD A SUFFIX TO A CONTRACT

: CNTEGST37111 13

TNVDT:

TRANS 131/12 (TPVA COMPUCOURT)

77,581.74 TRANS NET AMT:

INFORMATION TECHNOLOGY-DATA CENTER OPER

SOFTWARE CONTRACTS

GRANT

GRANT DETAIL

PROJECT

PROJECT DETAIL :

GL ACCOUNT

SUBSIDIARY

VENDOR

BANK NUMBER

TREAS NO:

START/END:

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE

F4-PRIOR

F5-NEXT

F7-VIEW DOC

F10-SAVE

RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

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NIFS PRODUCTION SYSTEM DOCUMENT DISPLAY

02/14/2011 5:19 PM

DOCUMENT : CLIT11000003 INPUT PERIOD : 02 2011 AMT :

77,581.74

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INDEX

SUBOBJ VENDOR

G/L SUBSID ERR

DE5A5

TRANS AMOUNT

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QUEST MAINTENANCE 4/1/11-3/31/12 (TPVA COMPUCOURT)

77,581.74

F2-SELECT F1-HELP

F7-PRIOR PG F8-NEXT PG F9-LINK

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NIFS PRODUCTION SYSTEM DOCUMENT SUMMARY INQUIRY

02/14/2011 5:15 PM

FISCAL MO/YEAR: 02 2011 FEB 2011 DOCUMENT PREFIX:

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CNTEGST37111 01 GSGE	N2100 DE5A5	QUEST COMPUTER	73,505	
	N1000 DE500	QUEST COMPUTER	12,325	0
	N6500 DE5A5	QUEST COMPUTER	47,628	0
The state of the s	N6500 DE5A5	QUEST COMPUTER	50,009	0
	N1000 DE5A5	QUEST COMPUTER	123,073	0
	N1100 DE500	QUEST COMPUTER	63,502	0
	N1400 DE5A5	QUEST COMPUTER	60,787	Ü
	N1400 DE5A5	QUEST COMPUTER	63,826	. 0
	N1400 DE5A5	QUEST COMPUTER	6,682	0
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	N1400 DE5A5	QUEST COMPUTER	70,368	0
	N1415 DE5A5	QUEST COMPUTER	73,887	Ü
	N4000 DF551	NEW YORK POWER		0
	N4000 DF551		144,743	0
	N6900 DF551	NEW YORK POWER	72,371	Ü
F1-HELP F2-SELECT		NEW YORK POWER	72,371	0
F7-PRIOR PG F8-NEXT P		E'	5-NEXT	
G014 - RECORD FOUND	G F9-LINK			

# Quest Computer Products, Inc.

INVOICE

410-A Millstone Drive Hillsborough, North Carolina 27278 919-644-6593 Fax 919-644-6690

INVOICE NO: 1476 DATE: Jan 4, 2011

To: (

County of Nassau Department of Information Services 240 Old Country Road Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS
	April 1, 2011	Payable on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement	,	\$ 77,581.74
	04-01-2011 to 03-31-2012		
·			
		S <b>U</b> BTOTAL	\$ 77,581.74
		SALES TAX	
	•	TOTAL DUE	\$ 77,581.74

THANK YOU FOR YOUR BUSINESS!



Computer Products, inc.

410-A Millstone Drive Hillsborough, NC 27278

February 17, 2011

Carl Bejarano
Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A subchapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189.

Peter Inglis,

President,

Quest Computer Products, Inc.

et Inglis

OUEST COMPUTER PRODUCTS, INC.  SUNTRUST BANK 410-A Millstone Dr. ACH RT 061000104 Hillsborough, NC 27278 86-48/531	6096
<u> </u>	7/20//
PAY TO THE NASSAM COUNTY TREASURER. 1\$.26.6	bollars ⊕
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MEMO Cantractorum fee	45 Security Feet
#006096# %053100465#14000079546011#*	

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Contract ID#: CNTEGST37111



Department: Information Technology

**Contract Details** 

NIFS ID #: <u>CLIT12000002</u> NIFS Entry Date: <u>02/21/2012</u>

SERVICE: Software Maintenance (one year renewal

Term: from 04/01/2012 to 03/31/2013

New 🔲 Renewal 🔀	1) Mandated Program:	Yes 🔲	No 🗵
Amendment #9	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🔲	No 🗵
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🗵	No 🔲
Blanket Resolution  RES#	5) Insurance Required	Yes 🛛	1900
		be the second se	

### **Agency Information**

Vendo	T
Name	Vendor ID#
Quest Computer Products	561853189-01
Address	C'ontact Person
807 Westbourne Grove Court	
Colfax, North Carolina 27235	Poter Inglis
	Phone
	(919) 644-6593

County	Department
Department Contact	The brown and an arrangement of the second
Carl Bejarano	***Please return the final, approved contract to Peggy Brown
Address 240 Old Country Ro	ad
Mineola, NY 11501	nu .
Phone	
(516) 571-6135	

### **Routing Slip**

PACD Bee di	DEVARIMENT	Internal Verification		DATE Appylia Byla	SIGNATURE	Lag Approval Regulred
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head)	X			
		Contractor Registered			The state of the s	
3/01	ОМВ	NIFS Approval (Contractor Registered)		2 <b>\</b> ()	MANA	Yes No Not required if blanket resolution
3/19/12	County Attorney	CA RE & Insurance Verification	2	3/21/10	Dant ?	
24 1112	County Attorney	CA Approval as to form		oy hal	012 D-05. Se	Yes X No.
1/	Legislative Affairs	Fw'd Original Contract to CA		4/1/1	Greaty O. Muy	
	County Attorney	NIFS Approval		95/11/20	\$ 0 1 Se_ 1	
	Comptroller	NIFS Approval	P	3/3/12	0	1200
<u> </u>	County Executive	Notarization Filed with Clerk of the Leg.		4/27/12	65	The second secon



Department: Information Technology

#### Contract Summary

Description: One year maintenance renewal 64/01/12-03/31/13.
Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
Method of Procurement: See altached executive order and department head justification.
Procurement History: See attached executive order and department head justification.
Description of General Provisions:  This agreement and the related services originally became effective on April 1, 1996 and are now being extended further until March 31, 2013. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a maintenance agreement in place with the CONTRACTOR, while using the CompuCourt product in order to protect against critical systems failures as well as routine service-needs and repairs.
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/12 - 03/31/2013 = \$81,460.83
Change in Contract from Prior Procurement; N/A
Recommendation: Approve as submitted,
Advisement Information

BUDGET	ODES	FUNDING SOURCE	AMOUNT
Fund:	ITGEN	Revenue Contract	XXXXXXX
Control:	1415	County	\$81,460.83
Resp:	DE	Federal	\$
Object:	5A5	State	\$
Transaction:		Capital	\$
		Other	\$
RENTA	AL	TOTAL	\$81,460.83

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Name	Nigric J. C.	Date 4/27/12
Date 5	18/12 Date 5/18/18	(For Office Use Only)

### RULES RESOLUTION NO.114 2012

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

Passed by the Rules Committee
Nassau County, Legislature
By Voice Vote on 5/7//2
VOTING:
ayes \_\_\_\_ abstained \_\_\_\_ recused \_\_\_\_
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products for support and maintenance services for Traffic & Parking Violations Agency's CompuCourt system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with Quest Computer Products.

#### RULES RESOLUTION NO. -20

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products for support and maintenance services for Traffic & Parking Violations Agency's CompuCourt system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with Quest Computer Products.

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:	Quest Computer Products
CONTRACTOR ADDRESS:	807 Westbourne Grove Court, Colfax, North Carolina 27235
FEDERAL TAX ID #:	561853189-01
roman numerals, and provide all t	the requested information.
I.   The contract was awarded to for sealed bids. The contract was in [date]. The sealed bids were publicly o sealed bids were received and opened.	the lowest, responsible bidder after advertisement awarded after a request for sealed bids was published [newspaper] on [date] [#] of
I.   The contract was awarded to for sealed bids. The contract was in [date]. The sealed bids were publicly o sealed bids were received and opened.  II.   The contractor was selected proposers were made awarded to the contract was entered into after a write [date]. Potential proposers were made awarded to the contract was entered into after a write [date].	the lowest, responsible bidder after advertisement awarded after a request for sealed bids was published [newspaper] on [date] [#] of  pursuant to a Request for Proposals.  tten request for proposals was issued on are of the availability of the RFP by
I.  The contract was awarded to for sealed bids. The contract was in [date]. The sealed bids were publicly o sealed bids were received and opened.  II.  The contractor was selected proposers were made award [date]. Potential proposers were made award [newspaper advertisement, posting on web copies of the RFP. Proposals were due	the lowest, responsible bidder after advertisement awarded after a request for sealed bids was published
I.   The contract was awarded to for sealed bids. The contract was in [date]. The sealed bids were publicly o sealed bids were received and opened.  II.   The contractor was selected proposers were made awarded in the contract was entered into after a write [date]. Potential proposers were made awarded in the contract was entered into after a write [date]. Potential proposers were made awarded in the contract was entered into after a write [date]. Potential proposers were made awarded to the contract was awarded to for sealed bids. The contract was awarded to for sealed bids.	the lowest, responsible bidder after advertisement awarded after a request for sealed bids was published

	III. [X] This is an amendment of an existing contract.  The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).
	IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
	☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
	B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
	V.   — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
	A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
·	☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
	C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
	□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the service required through an inter-municipal agreement.

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

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

VII. 

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

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

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

Department Head Signature

Date

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

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

Quest Computer Products, Inc. 807 Westbourne Grove Ct. Colfax, NC 27235 336-833-3260

February 22, 2012

Carl Bejarano Nassau County I. T. 240 Old Country Rd. Mineola, NY 11501

Dear Mr. Bejarano:

Quest Computer Products, Inc. is a private corporation owned in its entirety by Peter Inglis and and managed by Peter Inglis.

Peter Inglis CEO and President 807 Westbourne Grove Ct. Colfax, NC 27235

I believe this satisfies the County's request for information.

Sincerely,

Peter Inglis President

## **Inter-Departmental Memo**

From:

Ed Eisenstein, Commissioner

**Department of Information Technology** 

Date:

February 21, 2012

Subject:

**Executive Order** 

Quest Computer Products, Inc.

**Traffic Court System Software Maintenance Contract** 

Agreement C-37111

### Purpose:

The computer based traffic Court System used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream is very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.

Ed Eisenstein Commissioner Edward P. Mangano COUNTY EXECUTIVE



Ed Eisenstein COMMISSIONER

#### Department of Information Technology 240 Old Country Road Mineola, NY 11501 Phone: (516) 571-4265 Fax: (516) 571-3918

Date: February 21, 2012

To: Comptroller's Office

From: Ed Eisenstein

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

QUEST COMPUTER PRODUCTS

807 WESTBOURNE GROVE COURT
COLFAX, NC 27295

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FOR Contract Admin Fee Adds

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February 22, 2012

Nassau County Traffic & Parking Violation Agency 16 Cooper Street Hampstead, NY 115500

Dear Sir,

Quest Computer Products, Inc. has an active insurance policy with Travelers Insurance Company. The policy dates are 03/01/2012 to 03/01/2013. The policy covers his business personal property. In addition, it includes commercial general liability with a limit of two million dollars per occurrence.

Regards,

Scott LaNier

Agent

#### Amendment #9

THIS AMENDMENT dated as of February 22, 2012 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, April 9, 2003, July 10, 2006, April 28, 2008, April 7, 2010 and March 23, 2011 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2012 (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the CompuCourt license; and

WHEREAS, the County and the Department desire to renew the Original Agreement in accordance with the terms and conditions set forth therein; and

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

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

- 1. Term. The Original Term shall be extended for one (1) additional one (1) year term, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2013. The County may renew the Amended Agreement for one (1) additional one (1) year term by forwarding to the Contractor a letter of intent to renew at least 30 days in advance of the termination date, which letter shall be executed by Contractor and delivered to the County within thirty (30) days of receipt.
- 2. Payment. The annual cost charged to the County by Contractor, for software maintenance becomes due and payable on April 1<sup>st</sup> of each year that the Amended Agreement is in effect after County receives Contractor's invoice and approved County claim voucher (the "Voucher"). The cost of the Service as agreed upon between the County and the Contractor is as follows:

Period of Service

April 1, 2012 through March 31, 2013

Cost of Service \$81,460.83

If the COUNTY elects to renew the Agreement:

April 1, 2013 through March 31, 2014

\$85,533.87

3. <u>Compliance with Law</u>. The following provision shall supplement any previous compliance with law provisions:

"Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, 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 registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- (b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
  - (i) The Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Amendment as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take

such action as it deems appropriate."

4. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

The Remainder of this Page Intentionally Left Blank

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

QUEST COMPUTER PRODUCTS, INC.

By: Peter Lenglis

Name: PETER INGCLS

Title: President

Date: 2/23/2012

NASSAU COUNTY

By:

Name

Title: Deputy County Executive

Date: 4/3//

PLEASE EXECUTE IN BLUE INK

FOR544h COUNTY OF OR <del>ANGE</del>	) ss.
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Peter Tralis to me	personally known, who, being by me duly sworn, did depose and say
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NOTARY PUBLIC

STATE OF NORTH CAROLINA)

CONCETTA A PETRUCCI Notary Public, State of New York No. 01PE6259026 Qualified in Nassau County Commission Expires April 02, 20

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## Appendix EE Equal Employment Opportunities for Minorities and Women

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

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

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

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certifled Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

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

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (j) 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 (ji) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that

Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

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

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

## Appendix L

Certificate of Compliance

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

	·
1.	The chief executive officer of Contractor is:
	Peter L. Inglis
	(Name)
	(Name) 80) Westbourne Grove Court, Colfax, N.C. 2723
	(Vadiasa)
	336-833-3260 (Telephone Number)
	(Telephone Number)
2.	The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3.	In the past five years, Contractor hasX has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
	ŀ
	Build the first of the second

4. In the past five years, an administrative proceeding, investigation, or government

	body-initiated judicial action has has not been commenced against or relating to the Contractor 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:
<b>5</b> .	Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.
knowle	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.
Dated	4/20/2012
	Unglander United States of Chief Executive Officer
	of Chief Executive Officer
	NANCY L. DEMETRO NOTARY PUBLIC-STATE OF NEW YORK NO. 01 DE6104343

Sworn to before me this

Notary Public

FAML8040 V4.2 LINK TO:

#### NIFS PRODUCTION SYSTEM RETURN NOTIFICATION MAILBOX

02/22/2012 2:14 PM

USER ID : US471

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F1-HELP F2-SELECT

F7-PRIOR PG F8-NEXT PG F9-LINK
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER: CLIT12000002

LINK TO:

## FAML4010 V4.2 NIFS PRODUCTION SYSTEM DOCUMENT HEADER

02/21/2012 2:56 PM

DOCUMENT CATEGORY : CL CONTRACT INCREASE / CHANGE TERMS

ENTERED BY

: BROWN, PEGGY, 16627

DOCUMENT NUMBER : CLIT12000002
INPUT PERIOD (MM YYYY) : 02 2012 FEBRUARY
VENDOR NUMBER / SUFFIX : 561853189 01

APPROVAL TYPE : 01

INITIATING DEPT : IT

VENDOR NAME VENDOR ADDRESS : QUEST COMPUTER PRODUCTS INC : 807 WESTBOURNE GROVE COURT

COLFAX

NC 27235

TREAS NO

81,460.83 CURRENCY CODE

SINGLE CHECK

COUNTRY

: USA ALPHA VENDOR : QUEST COMPUTER PRODUCTS

BANK NUMBER

DUE DATE

DOCUMENT AMOUNT NUMBER OF LINES

TRANSACTION CODE HASH

TERMS

POSTING/EDIT ERRORS

F1-HELP F2-SELECT F7-VIEW DOC F8-SUBMIT G014 - RECORD FOUND

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F3-DELETE F4-PRIOR F9-LINK F10-SAVE

RESPONSIBLE UNIT :

NOTEPAD (Y OR N) : N

F5-NEXT F6-DTL ENTRY F12-ADL FCTNS

02/22/2012 2:13 PM

DOCUMENT : CLIT12000002 - 01 INPUT PER : 02 2012 AMT : 81,460.83

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT CONTENT REF : CNTEGST37111 14 INVOT: TRANS DESC. : QUEST MAINTENANCE 4/1/12-3/31/13 (TPVA COMPUCOURT) TRANS AMOUNT : 81,460.83 TRANS NET AMT :

INDEX : ITGEN1400 SUBOBJECT : DE5A5 INDEX : ITGEN1400 INFORMATION TECHNOLOGY-DATA CENTER OPER

SOFTWARE CONTRACTS

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GRANT GRANT DETAIL

PROJECT

PROJECT DETAIL

GL ACCOUNT SUBSIDIARY

VENDOR

BANK NUMBER TREAS NO: START/END:

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT

F7-VIEW DOC F10-SAVE

RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

FAML4760 V4.2

NIFS PRODUCTION SYSTEM DOCUMENT DISPLAY

02/22/2012 2:14 PM

DOCUMENT : CLIT12000002 INPUT PERIOD : 02 2012

AMT :

81,460.83

S SFX T/C DOCUMENT REF PST/GST DESCRIPTION

INDEX

SUBOBJ VENDOR

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O1 109 CNTEGST37111 14 ITGEN1400 DE5A5

TRANS AMOUNT

QUEST MAINTENANCE 4/1/12-3/31/13 (TPVA COMPUCOURT)

81,460.83

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RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

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NIFS PRODUCTION SYSTEM DOCUMENT SUMMARY INQUIRY 02/21/2012 2:45 PM

ACTIVE

FISCAL MO/YEAR: 02 2012 FEB 2012 DOCUMENT PREFIX:

S	DOCUMENT		INDEX	SUBOBJ	VENDOR NAME	PAY/RCPT	BALANCE	
	CNTEGST37111	01	GSGEN2100	DE5A5	QUEST COMPUTER	73,505	0	
	CNTEGST37111	02	TVGEN1000	DE500	QUEST COMPUTER	12,325	ň	
	CNTEGST37111	03	PKGEN6500	DE5A5	QUEST COMPUTER	47,628	ŏ	
	CNTEGST37111	04	PKGEN6500	DE5A5	QUEST COMPUTER	50,009	Ŏ	
	CNTEGST37111	05	ITGEN1000	DE5A5	QUEST COMPUTER	123,073	ŏ	
	CNTEGST37111	06	ITGEN1100	DE500	QUEST COMPUTER	63,502	Õ	
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	CNTEGST37111	98	ITGEN1400	DE5A5	QUEST COMPUTER	63,826	Ŏ	
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	CNTEGST37111	10	ITGEN1400	DE5A5	QUEST COMPUTER	67,018	Ö	
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	CNTEGST37111	12	ITGEN1415	DE5A5	QUEST COMPUTER	73,887	Õ	
	CNTEGST37111	13	ITGEN1400	DE5A5	QUEST COMPUTER	77,581	Õ	
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F'	7-PRIOR PG F8	3-NI	EXT PG F9-L:	INK				
G(	G014 - RECORD FOUND							



NIFS Entry Date: 02/27/2013

Department: Information Technology

# Term: from 04/01/2013 to 05/31/2014

## **Contract Details**

NIFS ID #: CLIT13000006

New 🔲 Renewal	$\boxtimes$
Amendment #10	
Time Extension	
Addl. Funds	$\boxtimes$
Blanket Resolution RES#	

<del></del>		<del></del>
1) Mandated Program:	Yes	No 🛛
2) Comptroller Approval Form Attached:	Yes 🖂	No
3) CSEA Agreement § 32 Compliance Attached:	Yes 🗆	No L
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No 🛛
5) Insurance Required		No 📋
	Yes 🖂	No [ ]

## **Agency Information**

Name	/endor
Quest Computer Products	Vendor (D# 561853189-01
Address 807 Westboarne Grove Court Colfax, North Carolina 27235	Contact Person Poter Inglis
	Phone (919) 644-6593

Department Contact Carl Bejarano	ARAMA
Civil Englishma	****Please return the final, approved contract to Poggy Brown
Address	
240 Old Country Road Mineola, NY 11501	

## **Routing Slip**

DATE Rock	DEPARTMENT	Internal Verification	AV)	KIW Wina	SIGNATURE	Tag Approva
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	XX	V.d.		Ragnorell
3/1/20	ОМВ	NIFS Approval (Contractor Registered)		111 <u>3</u>	While	Yes No No Not required if
3/19/13	County Attorney	CA RE & Insurance Verification	3/	2/13	a. anto	blanket resolution
13/13	County Attorney	CA Approval as to form	V 3/	3/13	1) 0	V 93 Z No. 1
· 10	Legislative Affairs	Fw'd Original Contract to CA	□3/18	/13 X	Gregory a. Men	
	County Attorney	NIFS Approval		shor	on the of	
	Comptroller	NIFS Approval	Z	3/2015	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
	County Executive	Notarization Filed with Clerk of the Leg.	13/1	//3	MALINE DOWNERS	



Department: Information Technology

Contract Summary

Description:	
One year maintenance renewal 04/01/13-03/31/14	
The state of the s	
Purpose: Critical maintenance services for the software product CompuCourt which is used at the Traffic &	Parking Violations Agency.
Method of Procurement: See attached executive order and department head justification.	
Procurement History:	,
See attached executive order and department head justification.	•
Description of General Provisions: This agreement and the related services originally became effective on April 1, 1996 and are now b CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must CONTRACTOR, while using the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the CompuCourt product in order to protect against critical systems of the Court product against critical systems of the Court product against critical systems of the Court product product against critical systems of the Court product product product product product product product product product produc	harman maninterent et et e
Impact on Funding / Price Analysis: Annual Software Maintenance: 04/01/13 - 03/31/2014 = \$85,533.87	
ומן מאוישוש	
Change in Contract from Prior Procurement; N/A	
Recommendation: Approve as submitted.	· · · · · · · · · · · · · · · · · · ·
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## Advisement Information

BUDGET	ODES .	FUNDING	AMOUNT
Fund:	ITGEN	Revenue Contract	XXXXXXX
Control:	1400	County	\$85,533.87
Resp:	DE	Federal	\$
Object:	5A5	State	\$
Transaction:		Capital	\$ .
		Other	\$
RENEY	VAL I	TOTAL	\$85,533,87

LINE	INDEX/OBJECT CODE	AMOUNT
15	ITGEN1400/DE5A5	\$85,533,87
2	and the second s	\$
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	TOTAL	\$85,533.87

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% Increase	
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Document	Prepared	By:
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ľ	Date:	QUITE T

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A PART CHEST OF THE PROPERTY AND ASSESSED.	Agreement to the real	A COMPLETE COMPLETE	JUGATION THE SECOND SECOND	A STATE COUNTY	Executive Approval
I certify that this document was accepted Into NIFS.		i certify that an unencumbered belance suff present in the appropriation	INIVIR IN ANTAL WING PATHWARF IN	Nama	
Name	Ŋ	Name	linen	Date 2 3/21/	/3
Date 4.	N G	Date	Je -		Office Use Only)
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## RULES RESOLUTION NO 10 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND QUEST COMPUTER PRODUCTS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-8-73
VOTING:
ayes 2 abstained 2 recused 2
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") for support and maintenance services for the Traffic & Parking Violations Agency's CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

## RULES RESOLUTION NO. - 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND QUEST COMPUTER PRODUCTS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") for support and maintenance services for the Traffic & Parking Violations Agency's CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

## **Inter-Departmental Memo**

From:

Ed Eisenstein, Commissioner

**Department of Information Technology** 

Date:

February 27, 2013

Subject:

**Executive Order** 

Quest Computer Products, Inc.

**Traffic Court System Software Maintenance Contract** 

Agreement C-37111

### Purpose:

The computer based traffic Court System used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream is very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.

Ed Eisenstein Commissioner Edward P. Mangano COUNTY EXECUTIVE



Ed Eisenstein COMMISSIONER

#### Department of Information Technology

240 Old Country Road Mineola, NY 11501 Phone: (516) 571-4265 Fax: (516) 571-3918

Date: February 27, 2013

To: Comptroller's Office

From: Ed Eisenstein

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

#### Amendment #10

THIS AMENDMENT dated as of February 25, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, April 9, 2003, July 10, 2006, April 28, 2008, April 7, 2010, March 23, 2011 and June 13, 2012 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from June 18, 1996 through March 31, 2013 with an option to renew for an additional one year term (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the CompuCourt license; and

WHEREAS, the County and the Department desire to renew the Original Agreement in accordance with the terms and conditions set forth therein; and

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

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

- 1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2014 ("Amended Term").
- 2. Payment. The annual cost for the Services provided during the Amended Term shall be Eighty Five Thousand Five Hundred Thirty Three and 87/100s Dollars (\$85,533.87) which amount becomes due and payable on April 1, 2013 or as soon thereafter as the Contractor's invoice and approved County claim voucher (the "Voucher") are received and approved by the County.
- 3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

By: All Sligh

Name: PETER INGLIS

Title: /reside ~t

Date: 2/25/13

NASSAU COUNTY

By:

Name: Colon

Deputy County Executive

ate: 4/38/12

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF FORSYTH )
·
and A.
On the Anday of John on the year 2013 before me personally came
to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Guitord; that he or she is the President
of West Compation described herein and which executed the
above instrument; and that he or she signed his or her name thereto by authority of the board of directors
of said corporation
-1/-Alic De Man Marie Andrews
Chilliperature 32 OTAR 61
NOTARY PUBLIC
My Chumbin Exp. May 01, 2016 To OUBLIC SO
A COUNTINE
***************************************
ETATE OF NEW YORK
STATE OF NEW YORK) ) ss.
•
COUNTY OF NASSAU )

On the 30 day of 1011 in the year 2013 before me personally came Hichard R. Walter to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of 12821; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

**NOTARY PUBLIC** 

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CONCETTA A PETRUCCI Hotary Putilic, State of New York No. 01 PES255028 Guelified in Nessesu Gounty Commission Expires April 02, 20 LL

## **Quest Computer** Products, Inc.

807 Westbourne Grove Ct. Coifax, North Carolina 27235 336-833-3260



INVOICE NO: 1527 DATE: Jan 2, 2013

County of Nassau Department of Information Services 240 Old Country Road Mineola, NY 11501

P.O. NUMBER	DATE DELIVERED	TERMS
	April 1, 2013	Payable on Receipt

QUANTITY	Control of the second s	DES	CRIPTION		UNIT PRICE	THUONNA
<u> </u>	Renewal of CompuCourt Software Support Agreement					\$ 85,533.87
	04-01-2013 to 03	3-31-2014				
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, , , , , , , , , , , , , , , , , , ,					SUBTOTAL	\$ 85,533.8
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•			•		TOTAL DUE	\$ 85,533.8
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THANK YOU FOR YOUR BUSINESS!

QUEST COMPUTER PRODUCTS  807 WESTBOURNE GROVE COURT  COLFAX, NC 27235	6719
	DATE 2/24/13
PAY TO THE OF Passin Cold Tressie	\$ 266.00
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SUNTRUST BANK COLFAX, NC 27235	
FOR admindre Dees	Pols
#*************************************	36011"

٠,

George Maragos 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:	Quest Computer Products
CONTRACTOR ADDRESS:	807 Westbourne Grove Court, Colfax, North Carolina 27235
FEDERAL TAX ID #:	561853189-01
roman numerals, and provide all  I.   The contract was awarded to  for sealed bids. The contract was	appropriate box ("\veriff") after one of the following the requested information.  to the lowest, responsible bidder after advertisement as awarded after a request for sealed bids was published [newspaper] on [date] [#] of
The Contract was entered into after a value [date]. Potential proposers were made a [newspaper advertisement, posting on was a contract of the	d pursuant to a Request for Proposals.  written request for proposals was issued on
	[list members]. The proposals were scored and
ranked. As a result of the scoring and ra	nking (attached), the highest-ranking proposer was selected.

III. [X] This is an amendment of an existing contract.  The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (exact attached letter).	nt see
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least thr proposals were solicited and received. The attached memorandum from t department head describes the proposals received, along with the cost of ea proposal.	ka
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 contract was awarded to other than the lowest-cost proposer. The attachment includes a speci delineation of the unique skills and experience, the specific reasons why a proposal is deem superior, and/or why the proposer has been judged to be able to perform more quickly than of proposers.	fic
V.   — Pursuant to Executive Order No. 1 of 1993 as amended, the attach memorandum from the department head explains why the department did robtain at least three proposals.	ed iot
A. There are only one or two providers of the services sought or less than three provides submitted proposals. The memorandum describes how the contractor was determined to be sole source provider of the personal service needed or explains why only two proposals could obtained. If two proposals were obtained, the memorandum explains that the contract awarded to the lowest cost proposer, or why the selected proposer offered the higher quaproposal, the proposer's unique and special experience, skill, or expertise, or its availability perform in the most immediate and timely manner.	the : be vas
B. The memorandum explains that the contractor's selection was dictated by the terms of federal or New York State grant, by legislation or by a court order, (Copies of the relev documents are attached).	f a ant
C. Pursuant to General Municipal Law Section 104, the department is purchasing the service required through a New York State Office of General Services contract.  and the attached memorandum explains how the purchase within the scope of the terms of that contract.	act
D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the se required through an inter-municipal agreement.	rvic

III. [X] This is an amendment of an existing contract.  The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).  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.					
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.					
V. □ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.					
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.					
☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).					
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.					
☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.					

VI. 

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

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

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

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

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

Department Head Signature

Date

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

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

 $\frac{1}{\ell_k} \sim \frac{1}{2} \sqrt{2}$ 

#### Quest Computer Products, Inc. 807 Westbourne Grove Ct. Colfax, NC 27235

February 24, 2013

Carl Bejarano Nassau County Information Technologies 240 Old Country Road Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A subchapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189.

Peter Inglis,

President,

Quest Computer Products, Inc.

FAML4010 V4.2 LINK TO:

#### NIFS PRODUCTION SYSTEM DOCUMENT HEADER

02/27/20 6:12

DOCUMENT CATEGORY

: CL CONTRACT INCREASE / CHANGE TERMS

ENTERED BY

: BROWN, PEGGY, 16627

DOCUMENT NUMBER

INITIATING DEPT : IT

INPUT PERIOD (MM YYYY) VENDOR NUMBER / SUFFIX

: 02 2013 FEBRUARY

APPROVAL TYPE

VENDOR NAME VENDOR ADDRESS

COUNTRY

ALPHA VENDOR

BANK NUMBER

DUE DATE

DOCUMENT AMOUNT

NUMBER OF LINES

TRANSACTION CODE HASH

TERMS

POSTING/EDIT ERRORS

F1-HELP F2-SELECT F7-VIEW DOC F8-SUBMIT F9-LINK F3-DELETE

F4-PRIOR F10-SAVE

F5-NEXT

F6-DTL ENTRY

APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CLIT1300001

TREAS NO

SINGLE CHECK CURRENCY CODE RESPONSIBLE UNIT :

NOTEPAD (Y OR N) :

F12-ADL FCTN:

FAML4010 V4.2 LINK TO:

VENDOR NAME

#### NIFS PRODUCTION SYSTEM DOCUMENT HEADER

02 \$ 27/20: 6:12' +

DOCUMENT CATEGORY ENTERED BY DOCUMENT NUMBER : CLIT13000006
INPUT PERIOD (MM YYYY) : 02 2013 FEBRUARY
VENDOR NUMBER / SUFFIX : 561853189 01

: CL CONTRACT INCREASE / CHANGE TERMS : BROWN, PEGGY, 16627

INITIATING DEPT : IT

APPROVAL TYPE : 01

: QUEST COMPUTER PRODUCTS INC : 807 WESTBOURNE GROVE COURT

COLFAX

1.

NC 27235

COUNTRY ALPHA VENDOR BANK NUMBER DUE DATE DOCUMENT AMOUNT

VENDOR ADDRESS

NUMBER OF LINES TRANSACTION CODE HASH TERMS POSTING/EDIT ERRORS

F1-HELP F2-SELECT F7-VIEW DOC F8-SUBMIT G014 - RECORD FOUND

: USA : QUEST COMPUTER PRODUCTS

TREAS NO SINGLE CHECK 85,533.87 CURRENCY CODE

RESPONSIBLE UNIT :

NOTEPAD (Y OR N) : N

F3-DELETE F9-LINK

F4-PRIOR F5-NEXT F10-SAVE

F6-DTL ENTRY F12-ADL FCTN:

FAML4050 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 02/27/20: 6:12

DOCUMENT : CLIT13000006 - 01 INPUT PER: 02 2013 AMOUNT :

85,533.1

TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT

DOCUMENT REF

: CNTEGST37111 15

TRANS DESC.

TRANS AMOUNT

: QUEST MAINTENANCE 4/1/13-3/31/14 (TPVA COMPUCOURT)

85,533.87

SOFTWARE CONTRACTS

INDEX

: ITGEN1400

INFORMATION TECHNOLOGY-DATA CENTER OPER

SUBOBJECT : DE5A5

UCODE/ORD#/DRC :

GRANT

GRANT DETAIL

PROJECT

PROJECT DETAIL START DATE END DATE

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT

F7-VIEW DOC

F9-LINK F10-SAVE

G014 - RECORD FOUND

FAML4760 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM DOCUMENT DISPLAY

02 1/27/201 6:11 I

DOCUMENT : CLIT13000006

INPUT PERIOD: 02 2013

AMT :

85,533.8

S SFX T/C DOCUMENT REF INDEX

SUBOBJ VENDOR

G/L SUBSID EI TRANS AMOUNT

PST/GST DESCRIPTION

01 109 CNTEGST37111 15 ITGEN1400 DE5A5

QUEST MAINTENANCE 4/1/13-3/31/14 (TPVA COMPUCOURT)

85,533.8

F1-HELP F2-SELECT

F7-PRIOR PG F8-NEXT PG F9-LINK

FAML6050 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM DOCUMENT SUMMARY INQUIRY

02/27/201 5:37 I

ACTIVE

FISCAL MO/YEAR: 02 2013 FEB 2013 DOCUMENT PREFIX:

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S	DOCUMENT		INDEX	SUBOBJ	VENDOR	NAME	PAY/RCPT	BALAN(
	CNTEGST37111	01	GSGEN2100	DE5A5	OUEST	COMPUTER	73,505	,
	CNTEGST37111	02	TVGEN1000	DE500		COMPUTER	12,325	
	CNTEGST37111	03	PKGEN6500	DE5A5		COMPUTER	47,628	
	CNTEGST37111	04	PKGEN6500	DE5A5		COMPUTER	50,009	
	CNTEGST37111	05	ITGEN1000	DE5A5		COMPUTER	123,073	
	CNTEGST37111	06	ITGEN1100	DE500		COMPUTER	63,502	
	CNTEGST37111	07	ITGEN1400	DE5A5		COMPUTER	60,787	
	CNTEGST37111	80	ITGEN1400	DE5A5		COMPUTER	63,826	
	CNTEGST37111	09	ITGEN1400	DE5A5		COMPUTER	6,682	
	CNTEGST37111	10	ITGEN1400	DE5A5		COMPUTER	67,018	
	CNTEGST37111	11	ITGEN1400	DE5A5		COMPUTER	70,368	
	CNTEGST37111	12	ITGEN1415	DE5A5		COMPUTER	73,887	
	CNTEGST37111	13	ITGEN1400	DE5A5		COMPUTER	77,581	
	CNTEGST37111	14	ITGEN1400	DE5A5		COMPUTER	81,460	
	CNTEHEC35770	01	HEGRTC100NYS	DE500		TAT FOR H	2,449	
$\mathbb{F}'$	1-HELP F2	-SE	ELECT	•		F5	NEXT	
F	7-PRIOR PG F8	-NE	EXT PG F9-L:	INK			·	
G	014 - RECORD F	(UU)	ND					

, If it, • . 

Contract ID#: CNTEGST37111

Department: Information Technology

SERVICE: Software Maintenance (1 yeller NIFS Entry Date: 03/11/2014

Term: from 7/n/1996 4:0 03/31/2015

#### **Contract Details**

NIFS ID #: CLIT14000002

New Renewal	$\boxtimes$
Amendment #11	X
Time Extension	$\boxtimes$
Addl. Funds	
Blanket Resolution RES#	

1) Mandated Program:	Yes 🗌	No 🛛
2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
3) CSEA Agreement § 32 Compliance Attached:	Yes 🔲	No 🖂
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No 🔲
5) Insurance Required	Yes 🖂	No 🗌

## **Agency Information**

v	Vendor Vendor
Name Quest Computer Products	Vendor ID# 561853189-01
Address 807 Westbourne Grove Court Collax, North Carolina 27235	Contact Person Peter Inglis
	Phone (919) 644-6593
	,

Carl Bejarano	****Please return the final.
	approved contract to Peggy Brown
Address	
240 Old Country Road	
Mincola NY 11501	

## **Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appy'd& Fw'd,	SIGNATURE	Leg. Approval
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			Care	
1-1	ОМВ	NIFS Approval (Contractor Registered)		3/12/14	11/	Yes No Not required if blanket resolution
3/18/14	County Attorney	CA RE & Insurance Verification	Í	3/18/14	1. and	
ylesik	County Attorney	CA Approval as to form	$\nabla$	3/4/14	Jarin R. Danne	Yes No 🗌
,	Legislative Affairs	Fw'd Original Contract to CA		3/29/14	Average a. Mey	
	County Attorney	NIFS Approval		Labo	1 × 2 × 2 × 2	
	Comptroller	NIFS Approval	C)	Del.	3 3 4 18	1
	County Executive	Notarization Filed with Clerk of the Leg.		3/21/14	Ma	



Contract Summary

THE CAME INVESTIGATION	ance services for th	he software product Comp	ouCourt which is used	at the Traffic & Pa	uking Violations Agency.	
Treated the contract of the co						
lethod of Proc ee attached exc	arement: scutive order and d	lépartment head justificati	on.			
rocurement H ice attached exc	listory: ecutive order and d	lepartment head justificati	on.	nga		·
This agreement	anes anreament fif	rvices originally became e C-34861 dated November	1 1994 specifies that t	the County must h	ing extended further until March 31, ave a maintenance agreement in plac illures as well as routine service need	e with the 1
lmnagt og litur	ding / Price Anal	veis:				
Annual Softwar	re Maintenance: 04	4/01/2014 - 03/31/2015 =	\$89,810.56			
Change in Cor	ntract from Prior	Procurement:				
N/A						
Recommenda	tion:					
Approve as sul						
Advise	ment In	formation				
	* . *	· PRINTERINAL CO.		LINE	INDEX/OBJECT CODE	AMOUNT
BUDGET	CODES	EUNDING SOURCE	AMOUNT			MUOULL
BUDGET Pund:	ITGEN		AMOUNT  XXXXXXX	16	ITGEN1400/DE5A5	\$89,810.56
	· · · · · · · · · · · · · · · · · · ·	SOURCE	XXXXXXX \$89,810.56			\$89,810.56
Pund:	ITGEN	SOURCE Revenue Contract	XXXXXXX \$89,810.56 \$	16 2 3	1//-	\$89,810.56 \$ \$
Fund: Control:	1400	Revenue Contract County	XXXXXXX \$89,810.56 \$ \$	16	1//-	\$89,810.56
Fund: Control: Resp:	1400 DE 5A5	Revenue Contract County Federal State Capital	XXXXXXX   \$89,810.56   \$   \$	16 2 3	1//-	\$89,810.56 \$ \$ \$
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Pund: Control: Resp: Object: Transaction: RENI % Increase	ITGEN 1400 DE 5A5 EWAL NIFS Certification	SOURCE Revenue Contract County Federal State Capital Other TOT	XXXXXX   \$89,810.56   \$   \$   \$   \$   \$   \$   \$   \$   \$	16 2 3 4	TOTAL  County Executive /	\$89,810.56 \$ \$ \$ \$ \$ \$89,810.56

Edward P. Maugano COUNTY EXECUTIVE



Ed Eisenstein COMMISSIONER

#### Department of Information Technology

240 Old Country Road Mineola, NY 11501 Phone: (516) 571-4265 Fax: (516) 571-3918

Date: March 11, 2014

To: Comptroller's Office

From: Ed Eisenstein

Re: TPVA CompaCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

## **Inter-Departmental Memo**

From:

Ed Eisenstein, Commissioner

**Department of Information Technology** 

Date:

March 11, 2014

Subject: Executive Order

**Quest Computer Products, Inc.** 

Traffic Court System Software Maintenance Contract

Agreement C-37111

#### Purpose:

The computer based traffic Court System used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream is very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.

> Ed Eisenstein Commissioner

#### Amendment #11

THIS AMENDMENT dated as of February 21, 2014 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, June 13, 2003, July 10, 2006, April 28, 2008, April 2, 2009, April 7, 2010, March 23, 2011, June 13, 2012 and April 30, 2013 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, the term of the Original Agreement, as amended, was from June 18, 1996 through March 31, 2014 (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the Services; and

WHEREAS, the County and the Department desire to renew the Original Agreement and amend the Payment terms in accordance with the terms and conditions set forth herein; and

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

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

- 1. <u>Term Extension</u>. The Original Term shall be extended for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be March 31, 2015. The County may renew the Amended Agreement for one (1) additional one (1) year term at the County's sole discretion.
- 2. Payment. After County receives Contractor's invoice and claim voucher, and said invoice and claim voucher is approved by the Nassau County Comptroller, the annual cost charged to the County by Contractor for software maintenance shall be due and payable on the 1<sup>st</sup> day of April for each year that the Amended Agreement is in effect. Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County. The additional funding paid by the County to the

Contractor under this Amended Agreement shall be payable in accordance with the fee schedule set forth in Exhibit "A".

3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

QUEST COMPUTER PRODUCTS, INC.

By: Act Adyle

Name: Peren C. Inglis

Title: Presine &

Date: 2/25(14)

NASSAU COUNTY

Ву:

Name: Lichau

Title: Deputy County Executive

Date: 5/9/14

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)
) sṣ.
COUNTY OF FORSYTH )
On the 25 day of February in the year 2014 before me personally came
Peler lyglis to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Guilford; that he or she is the President
of <u>Quest Campuler Products</u> , the corporation described herein and which executed the
above instrument; and that he or she signed his or her name thereto by authority of the board of directors
of said corporation.
MOTARY PUBLIC PUBLIC START OF THE START OF T
July CON COLOR
NOTARY PUBLIC
1000 01-20-10 KH 11
William Copyright
the first of the Contract of t
STATE OF NEW YORK) ) ss. COUNTY OF NASSAU ()
) ss.
COUNTY OF NASSAU ()
9 1 MAN 11 the sure 301 H before me negronally came
On the day of May in the year 2014 before me personally came  Pichard & Walto repersonally known, who, being by me duly sworn, did depose and say
to rise personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Cassally; that he or she is a Deputy County Executive
of the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County

NOTARY PUBLIC

Government Law of Nassau County.

ncetta a.

CONCETTA A PETRUCA, I Motery Public, State of New York No. 01 PESSESSES Clualified in Masseu Courty Commission Expires April 02, 20.

#### Exhibit A

# Quest Computer Products TPVA CompuCourt Fee Schedule April 1, 2014-March 31, 2016

Period of Service April 1, 2014 through March 31, 2015 \$89,810.56

If the COUNTY elects to renew the Agreement: April 1, 2015 through March 31, 2016 \$94,301.08

<u>Note</u>: Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County.

## RULES RESOLUTION NO.9 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND QUEST COMPUTER PRODUCTS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-2-74
VOTING:
ayes 2 abstalaed 2 recused 4
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") for support and maintenance services for the Traffic & Parking Violations Agency's CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County

Legislature authorizes the County Executive to execute the said amendment
to an agreement with Quest.

#### RULES RESOLUTION NO. - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
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RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with Quest.

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:	Quest Computer Products
CONTRACTOR ADDRESS:	807 Westbourne Grove Court, Colfax, North Carolina 27235
FEDERAL TAX ID #:	561853189-01
for sealed bids. The contract wa	o the lowest, responsible bidder after advertisement as awarded after a request for sealed bids was published  [newspaper] on opened on [date] [#] of
sealed bids were received and opened.	opened on [date] [#] or
The Contract was entered into after a v [date]. Potential proposers were made a [newspaper advertisement, posting on w	d pursuant to a Request for Proposals.  vritten request for proposals was issued on
	[list members]. The proposals were scored and
ranked. As a result of the scoring and ran	nking (attached), the highest-ranking proposer was selected.

III. [X] This is an amendment of an existing contract.  The contract was originally executed by Nassau County on June 18, 1996. This is an amendment within the scope of the contract. The original contract was entered into after sole source (see attached letter).					
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.					
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:					
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.					
V. □ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.					
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.					
B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).					
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.					
☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.					

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

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

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

Department Head Signature

Date

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

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

# Quest Computer Products, Inc. 807 Westbourne Grove Ct. Colfax, NC 27235

February 25, 2014

Carl Bejarano
Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A subchapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189. Quest Computer Products, Inc. has been a supplier of public sector software since 1985.

Peter Inglis,

President,

Quest Computer Products, Inc.

Peter Inglis

## **Contract Details**

NIFS ID #: CLIT14000002

	Department: Information Technology
	- OK 11L
OFNER	SERVICE: Software Maintenance (1 ywrenewal)
NIFS Entry Date: 03/11/2014	Term: from 7/11/1996 7:0 03/31/2015

New 🗌 Renewal	$\boxtimes$
Amendment #11	. 🛛
Time Extension	$\boxtimes$
Addl. Funds	$\boxtimes$
Blanket Resolution RES#	

I) Mandated Program:	Yes 🗌	No 🗵
2) Comptroller Approval Form Attached:	Yes 🖂	No 🔲
3) CSEA Agreement § 32 Compliance Attached:	Yes	No 🗵
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No 🔲
5) Insurance Required	Yes 🗵	No 🗌

## **Agency Information**

Vendor					
Name Quest Computer Products	Vendor ID# 561853189-01				
Address 807 Westbourne Grove Court Colfax, North Carolina 27235	Contact Person Peter Inglis				
	Phone (919) 644-6593				

Department Contact Carl Bejarano	****Please return the final, approved contract to Peggy Brown
Address 240 Old Country Ros Mineota, NY (1501	ıd

## **Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appy'd& Fw'd,	SIGNATURE	Leg. Approval
	Department	NIFS Entry (Dept) NIFS Appyl (Dept, Head) Contractor Registered		Control of	
	ОМВ	NIFS Approval (Contractor Registered)	12/12/14	11	Yes No No Not required if blanket resolution
3/18/14	County Attorney	CA RE & Insurance Verification	J/18/14	4. amoto	
प्राथी । प	County Attorney	CA Approval as to form	V 3/6/19	town & Dalah	Yes No
	Legislative Affairs	Fw'd Original Contract to CA	□ 3/29/14	Dogo Cl. Men	
	County Attorney	NIFS Approval		14 × 9 × 8 6	
	Comptroller	NIFS Approval	19/1/1	354	3/14
	County Executive	Noturization Filed with Clerk of the Leg.	<b>冒3</b> 加4	11/1	



Contract Summary

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<b>:</b>	1 13			The Low		Carro Com	•	Or Office Use	

Edward P. Mangano COUNTY EXECUTIVE



Ed Elsenstein COMMISSIONER

Department of Information Technology 240 Old Country Road Mineola, NY 11501 Phone: (516) 571-4265 Fax: (516) 571-3918

Date: March 11, 2014

To: Comptroller's Office

From: Ed Eisenstein

Re: TPVA CompuCourt Maintenance Agreement

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

## **Inter-Departmental Memo**

From:

Ed Eisenstein, Commissioner

Department of Information Technology

Date:

March 11, 2014

Subject:

**Executive Order** 

Quest Computer Products, Inc.

Traffic Court System Software Maintenance Contract

Agreement C-37111

#### Purpose:

The computer based traffic Court System used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream is very dependent on the service.

If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may result in extended downtime.

> Ed Eisenstein Commissioner

#### Amendment #11

THIS AMENDMENT dated as of February 21, 2014 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, June 13, 2003, July 10, 2006, April 28, 2008, April 2, 2009, April 7, 2010, March 23, 2011, June 13, 2012 and April 30, 2013 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, the term of the Original Agreement, as amended, was from June 18, 1996 through March 31, 2014 (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the Services; and

WHEREAS, the County and the Department desire to renew the Original Agreement and amend the Payment terms in accordance with the terms and conditions set forth herein; and

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

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

- 1. <u>Term Extension</u>. The Original Term shall be extended for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be March 31, 2015. The County may renew the Amended Agreement for one (1) additional one (1) year term at the County's sole discretion.
- 2. <u>Payment</u>. After County receives Contractor's invoice and claim voucher, and said invoice and claim voucher is approved by the Nassau County Comptroller, the annual cost charged to the County by Contractor for software maintenance shall be due and payable on the 1<sup>st</sup> day of April for each year that the Amended Agreement is in effect. Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County. The additional funding paid by the County to the

Contractor under this Amended Agreement shall be payable in accordance with the fee schedule set forth in Exhibit "A".

3. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

QUEST COMPUTER PRODUCTS, INC.

By: Autholy Name: Peren C. Inglis

Title: Presined

Date: 2/25/14

NASSAU COUNTY

By:

Name: Kichaud K

Title: Deputy County Executive

Date: 519114

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)
) sṣ. COUNTY OF FORSYTH )
On the 25 day of February in the year 20/4 before me personally came
Peter Inglis to me personally known, who, being by me duly sworn, did depose and say
hat he or she resides in the County of Guilford; that he or she is the President
of Quest Campuler Products, the corporation described herein and which executed the
above instrument; and that he or she signed his or her name thereto by authority of the board of directors
of said corporation.
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STATE OF NEW YORK)
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ichard a Walker personally known, who, being by me duly sworn, did depose and sa
On the day of May in the year 2014 before me personally came chord to the personally known, who, being by me duly sworn, did depose and sa that he or she resides in the County of Cassally; that he or she is a Deputy County Executive
of the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.

**NOTARY PUBLIC** 

CONCETTA A PETRUCA.I Motery Public, State of New York No. 01 PS&259028 Gualified in Massau County Commission Expires April 02, 20 L

oncetta a. Petrucci

#### Exhibit A

# Quest Computer Products TPVA CompuCourt Fee Schedule April 1, 2014-March 31, 2016

Period of Service April 1, 2014 through March 31, 2015 \$89,810.56

If the COUNTY elects to renew the Agreement: April 1, 2015 through March 31, 2016 \$94,301.08

<u>Note</u>: Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County.

### RULES RESOLUTION NO. 9 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY,
AND QUEST COMPUTER PRODUCTS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-2-7
VOTING:
ayes 2 abstained 2 recused 4
Legislatoro present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") for support and maintenance services for the Traffic & Parking Violations Agency's CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County

Legislature authorizes the County Executive to execute the said amendment
to an agreement with Quest.

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TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
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AND QUEST COMPUTER PRODUCTS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") for support and maintenance services for the Traffic & Parking Violations Agency's CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

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.

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The cowithin	X] This is an amendment of an existing contract. Ontract was originally executed by Nassau County on June 18, 1996. This is an amendment the scope of the contract. The original contract was entered into after sole source (see led letter).
prop	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rement head describes the proposals received, along with the cost of each osal.
	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.
mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attached orandum from the department head explains why the department did not nat least three proposals.
	A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
	B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
	C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
	D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the service required through an inter-municipal agreement

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

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

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

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

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

Department Head Signature

Date

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

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

# Quest Computer Products, Inc. 807 Westbourne Grove Ct. Colfax, NC 27235

February 25, 2014

Carl Bejarano Nassau County Information Technologies 240 Old Country Road Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A sub-chapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189. Quest Computer Products, Inc. has been a supplier of public sector software since 1985.

Peter Inglis,

President,

Quest Computer Products, Inc.

Peter Singlis

. 

Contract ID#: CNTEGST37111



Department: <u>Information Technology</u>

#### **Contract Details**

NIFS ID #: CLIT15000002

NIFS Entry Date: 03/16/2015

SERVICE: <u>Software Mainter since (1 versitive ul)</u>
Term: from <u>04/01/2015</u> to <u>03/31/2016</u>

New 🗌 Renewal 🛛	1) Mandated Program:	Yes 🗌	No 🖾
Amendment #12 🛛	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension 🗵	3) CSEA Agreement § 32 Compliance Attached:	Yes 🗌	No 🖾
Addl. Funds 🖂	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖾 -	-1√0 □
Blanket Resolution RES#	5) Insurance Required	Yes 🗵	少口

### **Agency Information**

	/endor
Name Quest Computer Products	Vendor ID# 561853]89-01
Address 807 Westbourne Grove Court Colfax, North Curolina 27235	Contact Person Peter Inglis
	Phone (919) 644-6593

Department Contac	it
	****Please return the final, approved contract to Peggy Brown
Address	
240 Old Country R Mincola, NY - 1450	
Phone	,

## **Routing Slip**

DATE Rec's;	DEPARTMENT	Internal Verification		DATE Appy'd& Pw'd.	SIGNATURE	Leg. Approval
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### Contract Summary

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PR5254 (1/06)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endorsement(s).	to dit attrotzettial	ii. A sidibilii	en on ma	cerincate noes not e	onter i	ights to the
PRODUCER	CONTACT V	Villiam La	aNier		*****	
Colonial Insurance Agency Hillsborough	PHONE AC No Ext	<sub>):</sub> (919)732	2-2191	FAX Not	(919) 73	32-2192
103 Millstone Dr. Suite A	E-MAIL	cott@col	onial-aç			
PO Box 490				NG COVERAGE		NAIC#
HILLSBOROUGH NC 27278	INSURER A	******	***********	cance Company		
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Quest Computer Products Inc.	INSURER C					`
807 Westbourne Grove Court	INSURER D				**********	1
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## **Inter-Departmental Memo**

From:

Ed Eisenstein, Commissioner

Department of Information Technology

Date:

March 16, 2015

Subject:

Executive Order

Quest Computer Products, Inc.

Traffic Court System Software Maintenance Contract

Agreement C-37111

#### Purpose:

The computer based traffic Court System used in support of the Nassau County Traffic and Parking Violations Agency (NC-TPVA), requires software maintenance service. The constantly evolving Computer System software is critical to the tracking, adjudication and fine collection of all traffic and parking tickets issued by Nassau County and several local municipalities. The user agency has made repeated and significant use of the maintenance agreement in the past and the Agency's revenue stream is very dependent on the service.

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Ed Eisenstein Commissioner

Edward P. Mangano COUNTY EXECUTIVE



Ed Eisenstein COMMISSIONER

### Department of Information Technology 240 Old Country Road Mineola, NY 11501 Phone: (516) 571-4265

Fax: (516) 571-3918

Date: March 16, 2015

Comptroller's Office To:

From: Ed Eisenstein

TPVA CompuCourt Maintenance Agreement Re:

Quest Computer Products, Inc. is the only vendor capable of supporting the Nassau County Traffic & Parking Violations Agency (TPVA) CompuCourt system software product. It is a custom built application that was developed by Quest.

#### Amendment #12

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended thereafter on June 18, 1999, August 8, 2000, June 13, 2003, July 10, 2006, April 28, 2008, April 7, 2009, April 7, 2010, March 23, 2011, June 13, 2012, April 30, 2013 and May 9, 2014 (the "Original Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, the term of the Original Agreement, as amended, was from June 18, 1996 through March 31, 2015 (the "Original Term"); and

WHEREAS, the CompuCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the Services; and

WHEREAS, the County and the Department desire to renew the Original Agreement and to extend the term in accordance with the terms and conditions set forth herein; and

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

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

- 1. <u>Term.</u> The Original Term shall be extended for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be March 31, 2016. The County may renew the Amended Agreement for one (1) additional one (1) year term at the County's sole discretion.
- 2. <u>Payment</u>. The fees under this Amended Agreement shall be payable in accordance with the fee schedule set forth in Exhibit "A".
- 3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

QUEST COMPUTER PRODUCTS, INC.

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NA CC A	U COUN	ITV			

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By:

Name: MANG

Title: Deputy County Executive

Date: 6/4/1/

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA	•		
COUNTY OF FORSYTH	) ss.	r	
On the 3rd day of March Peter Largon legis to me that he or she resides in the County of Quest Computer Product above instrument; and that he or she	personally known, who of Guilford; to,, the corporation of	that he or she is the <u>Presider</u> described herein and which exec	epose and say
of said corporation.		annunny,	
NOTARY PUBLIC: Should STATE OF NEW YORK) COUNTY OF NASSAU)	lag L. M°Rae )ss.	AUBLIC CONTRACTOR AND CONTRACTOR OF STATE OF STA	
On the 4 day of Jun	e in the year 201	before me personally came	
Charles Ribando tome	personally known, who	o, being by me duly sworn, did d	lepose and say
that he or she resides in the County	of Whosau;	, that he or she is a Deputy Count	ty Executive
of the County of Nassau, the munic			
instrument; and that he or she signs	ed his or her name there	eto pursuant to Section 205 of th	e County
Government Law of Nassau Count	is. Col	cette a. 8 ets	ucci

NOTARY PUBLIC

CONCETTA A PETRUCUI Notary Public, State of New York No. 01 PES258026 Qualified in Namenu County Commission Expires April 02, 20

#### Exhibit A

# Quest Computer Products TPVA CompuCourt Maintenance Fee Schedule April 1, 2015-March 31, 2016

Period of Service
April 1, 2015 through March 31, 2016

**Cost of Service** \$94,301.08

<u>Note</u>: Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County.



# 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.

Westbourne Grove Court, Colfax, North olina 27235
853189-01
oriate box ("\sum") after one of the following equested information.  owest, responsible bidder after advertisement ded after a request for sealed bids was published
[newspaper] on [date][#] of
nant to a Request for Proposals.  request for proposals was issued on  the availability of the RFP by  nailing, etc.] [#] of potential proposers requested
[date]. [#] proposals were consisted
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prop depa	□ Pursuant to Executive Order No. 1 of 1993, as amended, at least threesals were solicited and received. The attached memorandum from the rtment head describes the proposals received, along with the cost of eactors.
	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 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 deem superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
mem	orandum from the department head explains why the department did n
mem obta	Pursuant to Executive Order No. 1 of 1993 as amended, the attacher orandum from the department head explains why the department did not in at least three proposals.  A. There are only one or two providers of the services sought or less than three provides submitted proposals. The memorandum describes how the contractor was determined to be a sole source provider of the personal service needed or explains why only two proposals could 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 qual proposal, the proposer's unique and special experience, skill, or expertise, or its availability
mem obta: □	orandum from the department head explains why the department did not not least three proposals.  A. There are only one or two providers of the services sought or less than three provides submitted proposals. The memorandum describes how the contractor was determined to be a sole source provider of the personal service needed or explains why only two proposals could 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 qual

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

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

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

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

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

Department Head Signature

Date

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

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

# Quest Computer Products, Inc. 807 Westbourne Grove Ct. Colfax, NC 27235

March 3, 2015

Mary Mahoney
Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A subchapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189. Quest Computer Products, Inc. has been a supplier of public sector software since 1985.

Peter Inglis,

President,

Quest Computer Products, Inc.



Contract Summary

Description: One year mainte	nance renewal 04	/01/15-03/31/1	5,				
Purpose: Oritical mainten	ance services for	the software pro	oduct CompuCo	ourt which is used at t	ne Traffie & P	arking Violations Agency.	,
Method of Proc See attached exc	curements	department hea	d justification.				
rocurement H See attached ex	listory: coutive order and	department hea	d justification.				
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PR5254 (1/06)

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# Department: Information Technology

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			Yendor Ownership & Mgmt. Disclosure Attached:		Yes 🔲	No 🗵			
Blanket Reso RES#	lution []		5) Innum	eromp	or might	Disclosur	e Attached:	Yes 🗵	No 🗆
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PRCF1205 (3/06)



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Description: One year maintenance renewal 04/01/16-03/31/2017
One year maintenance records to the control of the
1 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
Purpose
Critical maintenance services for the software product Company
Method of Procurement:
See attached executive order and department head justification
Programme
Procurement History:
See attached executive order and department head justification.
Description at Co.
This agreement and the related services
31, 2017. The CompuCourt license agreement to became effective on April 1, 1995 and
This agreement and the related services originally became effective on April 1, 1996 and now being extended further until March 31, 2017. The CompuCourt license agreement #C-34861 dated November 1, 1994 specifies that the County must have a systems failures as well as routine service needs and repairs.  Impact on Funding / Price Analysis:
Annual Software Maintenance: 04/01/2016 - 3/31/2017 = 98,073.00
Change in Contract from Prior Procurement:
I/A Prior Procurement:
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## Advisement Information BUDGET CODES

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Capital	\$
Other	\$
TOTAL	\$98,073.00

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I certify that this document was accepted into NIFS.	UCITIO IDEL DO LOS AS	Name County Executive Approval
	sufficient to cover this contract is present in the appropriation to be charged.	CUN
17810	Drite City	Date 3/70/1x
PRCF1205 (3/06)	736/11	E#:

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND QUEST COMPUTER PRODUCTS, INC.

Pastod by the Rules Committee
Nassan County Legislature
By Volume Varion County Legislature
VOTING

system Dayles Cabataland 3 recused County
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. ("Quest") in connection with support and maintenance services for the software product CompuCourt, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

#### Amendment #13

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235

#### WITNESSETH:

WHEREAS, the Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, pursuant to County contract number C-37111 between the County and the Contractor, executed on behalf of the County on July 11, 1996, and as amended hereafter on June 18, 1999, August 8, 2000, June 13,2003, July 10,2006, April 28,2008, April 7, 2009, April 7, 2010, March 23, 2011, June 13, 2012, April 30, 2013, May 9, 2014, and June 4, 2015 (the "Original" Agreement"), the Contractor provides support and maintenance services for the Traffic Parking Violations Agency's CompuCourt system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, was from June 18, 1996 through March 31, 2016 (the "Original Term"); and

WHEREAS, ComputCourt License agreement #C-34861 dated November 1, 1994 requires the COUNTY to retain the Contractor to provide maintenance while using the Services; and

WHEREAS, the County and the Contractor desire to extend the Original Agreement in accordance with the terms and conditions set forth herein; and

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

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows: 1.

- Term Renewal. The Original Term shall be renewed for one (1) additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be March 31, 2017. Notwithstanding the foregoing, the County may renew the Amended Agreement for one (1) additional one (1) year term at
- Payment. The fees under this Amendment Agreement shall be payable in accordance
- Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of

QUEST COMPUTER PRODUCTS, INC.

By: All Ill

Name: Perent Total

Title: Isestant

Date: 1/29(16

NASSAU COUNTY

By: Charles alband

Title: Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA

A FORSYPH

COUNTY OF FORSYTH)

29

On the Aday of January in the year Zollo before me personally came

Peter (Arsen (MG15) to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of GUILFORD; that he or she is the PRESIDENT of QUEST (OMPUTER PRODUCTS), the corporation described herein and which executed the above Instrument; and that he or she signed his or her name thereto by authority of the board of directors of said NOT RRY RUBLIC

NOT RRY RUBLIC

STATE OF NEW YORK)

SS.:

COUNTY OF NASSALL)

On the 19 day of May in the year 2010 before me personally came Charles Riban do to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

PUBLIC TO MASSAU COUNTY & EXP. February 04, 2017 N = 100 MASSAU COUNTY &

## Exhibit A

**Quest Computer Products** TPVA CompuCourt Maintenance Fee Schedule April 1, 2016-March 31, 2017

Period of Service
April 1, 2016 through March 31, 2017

<u>Cost of Service</u> \$98,073.00

Note: Maintenance for the Renewal Term may be prorated on a monthly basis at the sole discretion of the County,

## **Quest Computer** Products, Inc.

807 Westbourne Grove Ct. Colfax, North Carolina 27235 336-833-3260



INVOICE NO: 162 DATE: Jan 2, 201

To: County of Nassau

Department of Information Services

240 Old Country Road Mineola, NY 11501

P.O. NUN	DATE DELIVERED	TERMS	
QUANTITY	April 1, 2016	Payable on R	<del></del>
	DESCRIPTION Renewal of CompuCourt Software Support Agreement For period 04-01-2016 to 03-31-2017	UNIT PRICE	
		SUBTOTAL SALES TAX	\$ 98,073.00

THANK YOU FOR YOUR BUSINESS!