



E-111-17

**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

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

<b>Department:</b>
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***
Address: 240 Old country Road, Mineola, NY 11501
Phone: 516-571-3159

RECEIVED  
NASSAU COUNTY  
CLERK OF SUPERIOR COURT  
2017 APR 25 A 9:54

## 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
County Atty.	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

<b>Purpose:</b> 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.
<b>Method of Procurement:</b> See attached executive order and department head justification
<b>Procurement History:</b> See attached executive order and department head justification.
<b>Description of General Provisions:</b> 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.
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/2017 to 3/31/2018 = 98,073.00
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN1400	Revenue		19	ITGEN1400/DE5A5	98073
Control:		Contract:				0
Resp:		County	98073			0
Object:	DE5A5	Federal	0			0
Transaction:		State	0			0
Project #:		Capital	0			0
Detail:		Other	0			0
RENEWAL		TOTAL	98073		TOTAL	98073
% Increase						
% Decrease						

# 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 contract

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

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

3. **Contract Term:** 4/1/17-3/31/18

Has work or services on this contract commenced? Y \_\_\_\_

If yes, please explain: Ongoing maintenance services for Software Product CompuCourt used at the Traffic & Parking Violations Agency

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?

Y

If not, will it require a future borrowing?

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) of 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 CompuCourt which is used at the Traffic & Parking Violations Agency.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

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.**



RULES RESOLUTION NO. – 2017

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 Computer Products

**CONTRACTOR ADDRESS:** 807 Westbourne Grove court, Colfax, NC 27235

**FEDERAL TAX ID #:** 561853189-01

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

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

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

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

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

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

The contract was originally executed by Nassau County on 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.

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

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

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

  
\_\_\_\_\_  
Department Head Signature

2/23/17  
Date

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

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

## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No CAMPAIGN CONTRIBUTIONS

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

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

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

Vendor: Quest Computer Products, Inc.

Dated: 1/26/17

Signed: Pete Larson English

Print Name: PETER LARSON ENGLISH

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.

none

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



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

*none*

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

*none*

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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.

Dated: 11/26/17

Signed:

Peter L. Taglia

Print Name:

Peter L. Taglia

Title:

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 / 47  
Home address 807 WESTBOURNE GROVE CT.  
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 4 / 1 / 1985 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% owned by PETER LARSON 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 ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

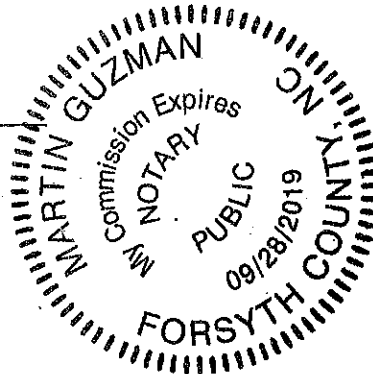
**CERTIFICATION**

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

I, Peter L. Inglis, 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 27<sup>th</sup> day of January 2017

Mart Guzman  
Notary Public



Quest Computer Products Inc  
Name of submitting business

Peter Inglis  
Print name

Peter Inglis  
Signature

President  
Title

1 / 27 / 17  
Date

### Business History Form

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

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

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

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

Date: 1/26/17

1) Proposer's Legal Name: Quest Computer Products, Inc

2) Address of Place of Business: 807 WESTBOURNE Grove Ct. COLFAX, NC 27235

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone: 336 833 3260

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 56-1853189

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

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

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

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



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

If Yes, provide details for each such conviction \_\_\_\_\_

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

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

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

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

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

17) Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

IF A QUESTION OF A CONFLICT OF INTEREST ARISES, THE COUNTY ATTORNEY'S OFFICE WILL BE CONTACTED FOR A DETERMINATION.

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

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

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable);
  - v) The number of employees in the firm;
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments
  - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Village of Great Neck Plaza

Contact Person PAT WOLFE

Address 2 Gussack Plaza

City/State Great Neck, NY 11022

Telephone 516-482-4500

Fax # 516-482-3503

E-Mail Address \_\_\_\_\_

---

Company Village of Farmingdale  
Contact Person CHERYL CRUTHERS (court clerk)  
Address 361 MAIN STREET  
City/State FARMINGDALE NY 11735  
Telephone 516-293-2292  
Fax # 516-249-0355  
E-Mail Address \_\_\_\_\_

---

Company Village of Rockville Centre  
Contact Person CHRIS TARPINIAN (court clerk)  
Address PO BOX 950  
City/State ROCKVILLE CENTRE NY 11571  
Telephone 516-678-9289  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

---

**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 [REDACTED]  
**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

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Thanks,  
Vandana

[illegible]

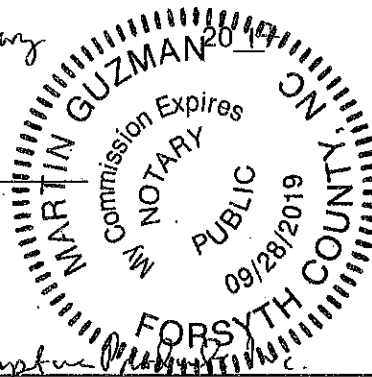
## CERTIFICATION

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, Peter C Inguis, 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 27<sup>th</sup> day of January

Martin Guzman  
Notary Public



Name of submitting business: Quest Computer Solutions, Inc.

By: Peter Inguis

Print name

[Signature]  
Signature

President  
Title

1 / 27 / 17  
Date



COUNTY OF NASSAU

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

1. Name of the Entity: QUEST Computer Products, Inc

Address: 807 WESTBOURNE Grove Ct.

City, State and Zip Code: COLFAX, NC 27235

2. Entity's Vendor Identification Number: \_\_\_\_\_

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

☐ Ltd. Liability Co ☐ Closely Held Corp S-CORP Other (specify)

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

PETER INGLIS

807 WESTBOURNE Grove Ct.

COLFAX, 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.

COLFAX, NC 27235

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

none

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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

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

NOT APPLICABLE

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

NOT 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: Peter Inghis

Print Name: PETER INGHIS

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. 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, 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. Payment. The fees under this Amendment 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 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: Peter L. Inguis

Name: PETER L. INGUIS

Title: President

Date: 1/26/17

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA

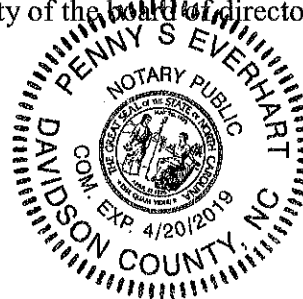
) ss.:

COUNTY OF FORSYTH)

On the 26 day of Jan in the year 2017 before me personally came  
Peter Inglis 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 Computer Products Inc, the corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto by authority of the board of directors of said  
corporation.

NOTARY PUBLIC

*Penny S. Everhart*



STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

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

NOTARY PUBLIC

# **Exhibit A**

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

<b><u>Period of Service</u></b>	<b><u>Cost of Service</u></b>
April 1, 2017 through March 31, 2018	\$98,073.00

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).

PRODUCER Colonial Insurance Agency Hillsborough  PO Box 490 HILLSBOROUGH NC 27278	CONTACT NAME: PHONE (A/C, No, Ext): (919) 732-2191 E-MAIL ADDRESS: FAX (A/C, No): (919) 732-2192
INSURED Quest Computer Products Inc. 807 Westbourne Grove Court Colfax NC 27235	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co INSURER B: TRAVELERS INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL1622401474

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-1468M227-16-42	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 AIOI \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	6JUB-6B18451-7-15	8/21/2015	8/21/2016	PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured with respect to General Liability per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

COUNTY OF NASSAU  
STATE OF NEW YORK  
1 WEST STREET  
MINEOLA, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CARLA MOORE/CARLA

© 1988-2014 ACORD CORPORATION. All rights reserved.



# Quest Computer Products, Inc.

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

# INVOICE

**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 For period 04-01-2017 to 03-31-2018		\$98,073.00
SUBTOTAL			\$ 98,073.00
SALES TAX			
TOTAL DUE			\$ 98,073.00

**THANK YOU FOR YOUR BUSINESS!**

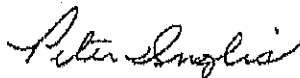
Quest Computer Products, Inc.  
807 Westbourne Grove Ct.  
Colfax, NC 27235

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,

A handwritten signature in cursive script, reading "Peter Inglis".

President,  
Quest Computer Products, Inc.

**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) CompuCourt system software product. It is a custom built application that was developed by Quest.

THIS AGREEMENT made the 18<sup>th</sup> 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").

W I T N E S S E T H :

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) concurrent 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 warranties 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.

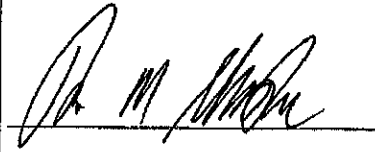
18. Changes to this Agreement may only be performed in writing, and must be signed by both CONTRACTOR and COUNTY.



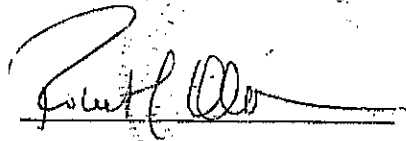
IN WITNESS WHEREOF, QUEST COMPUTER PRODUCTS, INC. has executed this Agreement the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement the 11<sup>th</sup> day of July, 1996.

APPROVED:

COUNTY OF NASSAU



Department of General Services

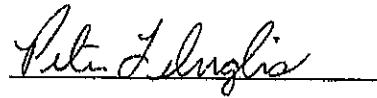


Deputy County Executive

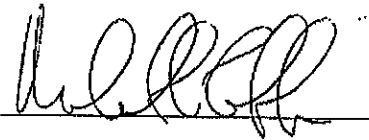
APPROVED:

QUEST COMPUTER PRODUCTS, INC.

County Comptroller



APPROVED AS TO FORM:



Deputy County Attorney

On this                      day of                      199 , before me personally appeared THOMAS S. GULOTTA, 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 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.

On this 11th day of July 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:

On this 18th day of June 1996, before me personally came Peter L. English to me known, who being by me duly sworn, did depose and say: That he/she resides at 1611 Claymore Road Chapel Hill, NC 27516 and that he/she is the president of Quest Computer Products, Inc. the 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.

On this 18th day of June 1996, before me personally came Peter L. Inglis to me known to be the person described in and who executed the same.



700 1

DATE OF ADVISEMENT			FUND (3)	CONTRACT ID								DEPT (2)	CONTRACT NUMBER (6)
MO (2)	DY (2)	YR (2)		TRANSACTION CODE			PERPETUAL TRANSACTION CODE						
04	01	98	GEN	ENTER <input checked="" type="checkbox"/> CNTE	MODIFY <input type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX	GS	R 37111		

VENDOR INFO.	ACTION (2)	NUMBER (9)	ADDR. CODE (2)	YEAR-END ADJUSTMENT PERIOD
				YR (2)
				MO (2)

D: VF 112717177

Name: (30) QUEST COMPUTER PRODUCTS, INC.  
(30)

Address: (30) 1611 Claymore Road  
(30)  
(30) Chapel Hill, NC 27516

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB- OBJ (2)	REPORTING CATEGORY		ACTI- VITY (4)	REFERENCE REQUISITION ID				PART/ FINAL IND.		+	-	LINE AMOUNT
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F			
1	GS	2100		5A5													\$25,861.00
2																	
3																	
4																	

DOCUMENT DESCRIPTION: (30) Software Maint. Renew: 4/1/98 - 3/31/99

TOTAL AMOUNT + \$25,861.00

COMMENTS

Renewal of CompuCourt Software Maintenance

Company Representatives: Peter Inglis  
(919) 644-6593

(for NC Traffic & Parking Violations Agency)

(24,630 + 5%) ✓

CLAIM #G20255

4/23/98

<p>DEPARTMENT -- PREPARED BY:</p> <p>GINNY MANDATO</p> <p>NAME</p> <p>DATE 03/30/98</p> <p>571-3088</p> <p>PHONE</p> <p>DEPARTMENT APPROVED BY:</p> <p>NAME Commissioner</p> <p>TITLE</p> <p>DATE 3-31-98</p>	<p>COMPTROLLER'S OFFICE CERTIFICATION:</p> <p>I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.</p> <p>CONTRACT NUMBER</p> <p>R 37111</p> <p>NAME CONFIDENTIAL ASST TO THE DEPUTY COMPTROLLER</p> <p>TITLE</p> <p>DATE 4/23/98</p>	<p>CERTIFICATE OF ACCEPTANCE INTO NUMIS</p> <p>I certify that this document was accepted into NUMIS.</p> <p>NAME MC</p> <p>DATE 4/23/98</p> <p>CHECK IF THIS DOCUMENT IS CONTINUED:</p> <p>PAGE 1 OF 1</p>
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## COUNTY OF MASSAU

## CONTRACT ADVISEMENT

707 1

DATE OF ADVISEMENT			FUND (3)  GEN	CONTRACT ID								
MO (2)	DY (2)	YR (2)		TRANSACTION CODE			PERPETUAL TRANSACTION CODE			DEPT (2)  GS	CONTRACT NUMBER (6)  R 37111	
04	01	98		ENTER <input checked="" type="checkbox"/> CNTE	MODIFY <input type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX			
			ACTION (2)	NUMBER (9)	ADDR. CODE (2)			YEAR-END ADJUSTMENT PERIOD			YR (2)	MO (2)
VENDOR INFO.			ID: VF 112717177 Name: (30) QUEST COMPUTER PRODUCTS, INC. Address: (30) 1611 Claymore Road (30) Chapel Hill, NC 27516 (30)									

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB- OBJ (2)	REPORTING CATEGORY		ACTI- VITY (4)	REFERENCE REQUISITION ID				PART/ FINAL IND.		LINE AMOUNT		
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F			
1	GS	2100		5A5											+	\$25,861 00	
2																	
3																	
4																	
DOCUMENT DESCRIPTION: (30) Software Maint. Renew. 4/1/98 - 3/31/99															TOTAL AMOUNT	+	\$25,861 00

## COMMENTS

Renewal of CompuCourt Software Maintenance

Company Representative: Peter Inglis  
(919) 644-6593

(for NC Traffic &amp; Parking Violations Agency)

(24,630 + 5%) ✓

RECEIVED  
JUL 23 1998  
BUDGET OFFICE

7/7/98

DEPARTMENT - PREPARED BY:		COMPTROLLER'S OFFICE CERTIFICATION:		CERTIFICATE OF ACCEPTANCE INTO NUMIS		CHECK IF THIS DOCUMENT IS CONTINUED:
GINNY MANDATO		I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		I certify that this document was accepted into NUMIS.		
NAME		CONTRACT NUMBER		NAME		PAGE 1 OF 1
03/30/98		R 37111		MC		
DATE		NAME		DATE		
571-3086		NICHOLAS VIGILANTE		4/23/98		
PHONE		TITLE		NAME		
DEPARTMENT - APPROVED BY:		CONFIDENTIAL ASST TO THE DEPUTY COMPTROLLER		NAME		
NAME		4/23/98		DATE		
Commissioner		DATE		DATE		
3-31-98		DATE		DATE		
DATE		DATE		DATE		

# Quest Computer Products, Inc.

# INVOICE

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

INVOICE NO: 1040  
DATE: March 30, 1998

To:

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
			\$ 0.00
			\$ 0.00
	<i>37 users x 634 + 5% increase per year 2x</i>		\$ 0.00
			\$ 0.00
SUBTOTAL			\$ 25,861.00
SALES TAX			
TOTAL DUE			\$ 25,861.00

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT TO CONTRACT PROFILE/ADVISEMENT

Fund, Department, Control Center:

GEN            GS            2100

Name of Contract:

Quest Computer Products, Inc. - Contract #P-37111

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:

What are the consequences if this Request is not approved:

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

Approved: \_\_\_\_\_

Department Head

Budget Office Review

Reviewed by: \_\_\_\_\_  
Budget Examiner

Reviewed by: \_\_\_\_\_  
Director

DATE OF ADVISEMENT			FUND (3)	CONTRACT ID									
MO (2)	DY (2)	YR (2)		TRANSACTION CODE				PERPETUAL TRANSACTION CODE				DEPT (2)	CONTRACT NUMBER (6)
03	05	99	GEN	ENTER <input checked="" type="checkbox"/> CNTM	MODIFY <input type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX	GS	T. 37111		
VENDOR INFO.			ACTION (2)		NUMBER (6)		ADDR. CODE (2)		YEAR-END ADJUSTMENT PERIOD				
			112717177		112717177				YR (2)		MO (2)		
			ID: VF										
Name: (30)			QUEST COMPUTER PRODUCTS, INC.										
Address: (30)			1611 Claymore Road										
			Chapel Hill, NC 27516										

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB-OBJ (2)	REPORTING CATEGORY		ACTIVITY (4)	REFERENCE REQUISITION ID				PART/FINAL IND.		LINE AMOUNT
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F	
1	GS	2100		5A5											\$31,954 00
2															
3															
4															

DOCUMENT DESCRIPTION: (30) Softw.Main. 4/1/99-3/31/00 TOTAL AMOUNT + \$31,954 00

COMMENTS

Amending software maintenance agreement.

Company Representative: Peter Inglis (919) 644-6593

Maint fee for:

① 27,154 - Compu Count

② 4,800 - Enhancements

99000451 - 31954<sup>00</sup>

(also Nassau County Traffic & Parking Violations Agency)

6140

DEPARTMENT - PREPARED BY:		COMPTROLLER'S OFFICE CERTIFICATION:		CERTIFICATE OF ACCEPTANCE INTO NUMIS		CHECK IF THIS DOCUMENT IS CONTINUED:	
GINNY MANDATO		I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		I certify that this document was accepted into NUMIS.		<input type="checkbox"/>	
NAME		CONTRACT NUMBER		NAME		PAGE	
3/5/99		T 37111		COUNTY Comptroller		4115199	
DATE		NAME		TITLE		DATE	
571-3086		COUNTY Comptroller		4/16/99		1 OF 1	
PHONE		DATE		DATE			
DEPARTMENT APPROVED BY:							
NAME							
Commissioner							
TITLE							
3-8-99							
DATE							

THIS AMENDMENT TO AN AGREEMENT made the 30 day of *March*, 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).

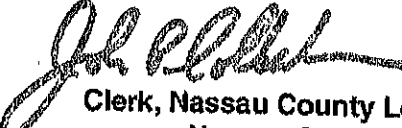
2. Other than as hereinabove specifically amended, the Agreement between the parties dated June 18, 1996, and all of the terms and conditions contained in said Agreement are hereby continued in full force and effect as though fully recited at length herein.

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.:

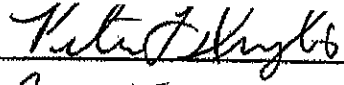
I, John P. Colbert, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with QUEST COMPUTER PRODUCTS INC. on behalf of the N.C. Dept. of General Services on file in this office of the Legislature and is of the whole said original.

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

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

LE-3854 Rev.6/98.

  
DEPUTY COUNTY ATTORNEY *4/8/99*

  
PETER INGLIS  
PRESIDENT

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 18 day of June, 1999.

APPROVED:

COUNTY OF NASSAU

3-23-99

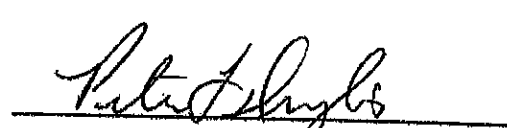
  
DEPARTMENT OF GENERAL SERVICES

  
DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

QUEST COMPUTER PRODUCTS, INC.

  
DEPUTY COUNTY ATTORNEY 4/5/99

  
PETER INGLIS  
PRESIDENT

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

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

On this 18 day of June, 1999, before me personally appeared Cheryl Petri, 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

DORIS GRIFFIN  
Notary Public, State of New York  
No. 30-4661699  
Qualified in Nassau County  
Commission Expires June 30, 19 99  
North Carolina

Doris Griffin  
NOTARY PUBLIC

STATE OF ~~NEW YORK~~  
COUNTY OF ~~NASSAU~~ ) Orange

DORIS GRIFFIN  
Notary Public, State of New York  
No. 30-4661699  
Qualified in Nassau County  
Commission Expires June 30, 19 99

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 Neil Clayme and that he is the President of Quest Computer Products the corporation described in Chapel Hill and which executed the above agreement; and that he signed his name thereto by order of its NC 27514 Board of Directors.

My commission expires October 15, 2002

Ashleigh Clark Sumlin  
NOTARY PUBLIC

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

DATE OF ADVISEMENT MO (2) DY (2) YR (2) 04 24 00			FUND (3) GEN		CONTRACT ID CLGS00000011										
					TRANSACTION CODE ENTER <input checked="" type="checkbox"/> CNTE MODIFY <input type="checkbox"/> CNMT CANCEL <input type="checkbox"/> CNTX			PERPETUAL TRANSACTION CODE ENTER <input type="checkbox"/> CPEE MODIFY <input type="checkbox"/> CPEM CANCEL <input type="checkbox"/> CPEX			DEPT (2) GS		CONTRACT NUMBER (6) T37111		
VENDOR INFO.		ACTION (2) NUMBER (9) ADDR. CODE (2)										YEAR-END ADJUSTMENT PERIOD YR (2) MO (2)			
		ID: VF 1127171778 01													
		Name: (30) QUEST COMPUTER PRODUCTS, INC. Address: (30) 1611 Claymore Road (30) Chapel Hill, NC 27516 (30)													
LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ. COST GRP. (4)	MRU (2)	OBJ (3)	SUB-OBJ (2)	REPORTING CATEGORY COUNTY (4) DEPT. (4)		ACTIVITY (4)	REFERENCE REQUISITION ID TRANS. CODE (4) DEPT. (2) REQ. NO. (6) REF. LINE NO. (4)				PART/FINAL IND. P F		LINE AMOUNT
1	GS	2100		5A5											+ \$56,551.00
2															
3															
4															
DOCUMENT DESCRIPTION: (30) Software Maintenance 4-1-00 - 3-31-01 TOTAL AMOUNT + \$56,551.00															
COMMENTS "Compu Court"															
Amending Software Agreement extending it thru 3/31/03.															
Renewing it annually. <u>soft. maintenance</u> 4/1/00-3/31/01 \$41,551.00 4/1/01-3/31/02 \$47,628.55 4/1/02-3/31/03 \$50,009.98															
Company Rep. - Peter Inglis (919) 644-6593 Consulting svc: \$15,000.00 max. per yr.															
APPROVED BY:															
BUDGET OFFICE															
DEPARTMENT - PREPARED BY: GINNY MANDATO NAME 4-24-00 DATE 571-3086 PHONE					COMPTROLLER'S OFFICE CERTIFICATION: I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. CONTRACT NUMBER CLGS00000011 AS PER CHARTER FOR FINANCIAL TRANSPARENCY PURPOSES NAME County Comptroller TITLE 6/1/00 DATE					CERTIFICATE OF ACCEPTANCE INTO NUMIS I certify that this document was accepted into NUMIS. NAME 6/1/00 DATE					
DEPARTMENT APPROVED BY:  NAME COMMISSIONER TITLE 04-24-00 DATE										CHECK IF THIS DOCUMENT IS CONTINUED: <input type="checkbox"/> PAGE 1 OF 1					

THIS AMENDMENT TO AGREEMENT #C-37111 made the 5<sup>th</sup> 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:

<u>Period of service</u>	<u>Cost of service:</u>
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 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 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 } ss.:

I, Rocco A. Iannarelli, 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

LE-3854, Rev. 1/00

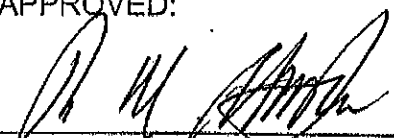
  
Clerk, Nassau County Legislature  
Nassau County, N.Y.

 5/11/00  
DEPUTY COUNTY ATTORNEY

  
PETER INGLIS, PRESIDENT

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 8<sup>th</sup> day of August, 2000.

APPROVED:

 5-10-00  
DEPARTMENT OF GENERAL SERVICES

COUNTY OF NASSAU

  
DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

 5/11/00  
DEPUTY COUNTY ATTORNEY

QUEST COMPUTER PRODUCTS, INC.

  
PETER INGLIS, PRESIDENT

STATE OF NEW YORK)

COUNTY OF NASSAU )

ss.:

On this 8<sup>th</sup> day of August, 2000, before me personally appeared Curtis E. Fisher 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

J. LEONARD SWANSON  
Notary Public, State of New York  
No. 31-3438350  
Qualified in Nassau County  
Commission Expires 02/20/2001

STATE OF NEW YORK)

COUNTY OF NASSAU )

ss.:

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 North Carolina NEW YORK)

COUNTY OF Orange NASSAU )

ss.:

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 1011 Claymore Rd Chapel Hill NC 27514 and that he/she is the President of The 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

Martha M. Jackson  
Casswell Co. NC.  
My Commission expires 05-02-2004

STATE OF NEW YORK)

COUNTY OF NASSAU )

ss.:

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



Nassau County

Dept. of Information Technology**Contract Details / Routing Slip**Contract #: T-37111Time Ext XAddl. Funds XNIFS Doc. #: CLIT03000012

Orig. Date \_\_\_\_\_

New XTerm 04/01/03 to 03/31/06

Amendment \_\_\_\_\_

Renewal \_\_\_\_\_

Fund Gen Control IT Resp 10 Object 5A5Vendor Name: Quest Computer Products, Inc. Vendor ID: 112717177Vendor Address: 1611 Claymore Road, Chapel Hill, NC 27516**SOURCE OF FUNDING**REVENUE \$ 67,510.48

% INCREASE \_\_\_\_\_

% DECREASE \_\_\_\_\_

**EXECUTIVE ORDER #1**ATTACHED yes X no \_\_\_\_\_

COUNTY \$ \_\_\_\_\_

FEDERAL \$ \_\_\_\_\_

STATE \$ \_\_\_\_\_

OTHER \$ \_\_\_\_\_

CAPITAL \$ \_\_\_\_\_

TOTAL \$ 67,510.48**INSURANCE REQUIRED?**YES X NO \_\_\_\_\_**SECTION 32**ATTACHED yes \_\_\_\_\_ no X**IS THIS PROGRAM****MANDATED?**YES \_\_\_\_\_ NO X**RENEWAL**

DATE REC'D	APPROVALS	DATE APP'D	SIGNATURE
5/12/03	Budget Office	5/12/03	[Signature]
	Deputy County Executive		
	Department Head	5/12/03	[Signature]
5/15/03	Insurance (if Required) (2nd TIME)	5/15/03	[Signature]
5/15/03	County Attorney	5/15/03	[Signature]
	If Legislative approval required, see below.		
	Comptroller		
	County Executive Signature	6/10/03	[Signature]
5/27/03	App'd for Submission Dir. Legislative Affairs	5/27/03	[Signature]
	Rules Approval Required	5/27	[Signature]
	Legislative Approval Required		

Legislative  
Approval

DATE OF ADVISEMENT			FUND (3)  GEN	CONTRACT ID						DEPT (2) GS IT	CONTRACT NUMBER (6) T-37111
MO (2)	DY (2)	YR (2)		TRANSACTION CODE			PERPETUAL TRANSACTION CODE				
03-27-03				ENTER <input checked="" type="checkbox"/> CNT	MODIFY <input checked="" type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX		

VENDOR INFO.	ACTION (2A)	NUMBER (9)	ADDR. CODE (2)	YEAR-END ADJUSTMENT PERIOD
	ID: 112717177			YR (2)
	Name: (30)	Quest Computer Products, Inc.		
	Address: (30)	1611 Claymore Road Chapel Hill, NC 27516		

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB- OBJ (2)	REPORTING CATEGORY		ACTI- VITY (4)	REFERENCE REQUISITION ID				PART/ FINAL IND.		+	-	LINE AMOUNT	
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F				
5	IT	1000		5A5		GSTN10											67,510	48
2																		
3																		
4																		
DOCUMENT DESCRIPTION: (30)																		
Software Maintenance- 4-1-03-3-31-04																		
TOTAL AMOUNT																	67,510	48

## COMMENTS

Amending Software Agreement

Extending to thru 3-31-06

Renewing it annually: Software maintenance: 4-1-03-3-31-04 \$52,510.48

4-1-04-3-31-04 \$55,136.00

4-1-05-3-31-04 \$57,892.80

Consulting Services: \$15,000 max per year

Company Representative:

Peter Inglis (919) 644-6593

DEPARTMENT PREPARED BY Malinda Stockwell		COMPTROLLER'S OFFICE CERTIFICATION I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		CERTIFICATE OF ACCEPTANCE INTO NUMIS I certify that this document was accepted into NUMIS.		CHECK IF THIS DOCUMENT IS CONTINUED	
NAME 5-02-03	DATE 516-5714-6625	PHONE	CONTRACT NUMBER CLIT03000012	NAME DEPUTY COUNTY COMPTROLLER	NAME 6/10/03	PAGE OF	
DEPARTMENT APPROVED BY 		DATE JUN 10 2003		DATE			

THIS AMENDMENT TO AGREEMENT #C-37111 made the 9th day of April 2003, 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:

<u>Period service</u>	<u>Cost service</u>
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 ~~\$1,500.00~~ <sup>15,000.00</sup> **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.

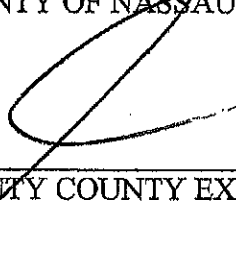
IN WITNESS WHEREOF QUEST COMPUTER PRODUCTS, INC. executed this Agreement  
the day and year first above written, and the COUNTY OF NASSAU has executed this Agreement  
the \_\_\_\_ day of \_\_\_\_\_, 2003.

APPROVED:

COUNTY OF NASSAU



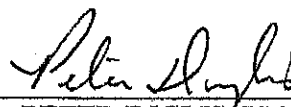
DEPARTMENT OF INFORMATION  
TECHNOLOGY



DEPUTY COUNTY EXECUTIVE

APPROVED AS PER CHARTER:

QUEST COMPUTER PRODUCTS, INC.




DEPUTY COUNTY ATTORNEY

PETER INGLIS, PRESIDENT

Larson


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

On the 13<sup>th</sup> day of June in the year 2003 before me personally came Anthony Caraculic to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

  
NOTARY PUBLIC     ROBYN S. RACE  
Notary Public, State of New York  
No. 01RA5078978  
Qualified in Nassau County  
Commission Expires June 2, 2027

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

On the 9 day of April in the year 2003 before me personally came Peter Larson Inglis 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 ~~or she~~ is the president of Quest 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     LYNN R. KEOUGH  
NOTARY PUBLIC, State of New York  
No. 04KE3050656  
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.*

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

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

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

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

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.]

**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.

(X) 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, 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

6/10/03  
\_\_\_\_\_  
Date

**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

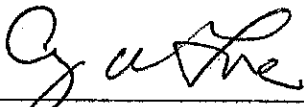
Date: March 27, 2003

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 Information Technology

## Staff Summary

Subject Maintenance for CompuCourt (TPVA)
Department Information Technology/TPVA
Department Head Name Craig W. Love
Department Head Signature <i>Craig W. Love</i>
Project Manager Name Pat Riley
Phone Number 572-2654

Date March 28, 2003
Vendor Name Quest Communications, Inc.
Vendor ID# 112717177
Vendor Address 1611 Claymore Rd. Chapel Hill, NC 27516
Contract Number C-37111
NIFS Document Number CLIT03000012
Personal Services <input checked="" type="checkbox"/> Blanket Res. <input type="checkbox"/> Calendar <input type="checkbox"/>
Bid <input type="checkbox"/> Rules Comm. <input type="checkbox"/>
Contract Manager Name - Malinda Stockwell
Phone Number (516) 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.

### PROCUREMENT 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 CONTRACTOR, 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 ANALYSIS

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

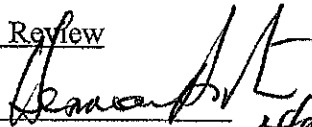
**What are the consequences if this request is not approved:**

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:**

  
**DEPARTMENT HEAD**

**Budget Office Review**

Reviewed by:   
Budget Examiner

Reviewed by: \_\_\_\_\_  
Director

EXECUTIVE ORDER# 1-1993  
COMPLIANCE CHECK LIST

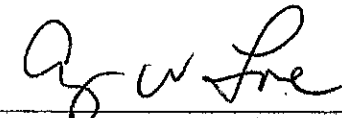
CONTRACTOR Quest Computer Products, Inc.

I. Executive order does not apply for the following reason:

- ☐ A. Contract is effective or services were obtained prior to September 7, 1993.
- ☐ B. 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\_\_\_\_\_.
- ☐ E. 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.

II. Executive order does apply

- ☐ 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.
- ☐ B. 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.
- ☒ 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

# QUEST

Computer Products, Inc.

1611 Claymore Road  
Chapel Hill, NC 27516

March 4, 1999

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

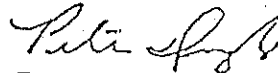
Dear Mr. Colbert:

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

Telephone (919) 644-6593

Fax (919) 644-6690

LINK TO:

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS  
ENTERED BY : 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 : QUEST COMPUTER PRODUCTS, INC.  
VENDOR ADDRESS : 410-A MILLSTONE DRIVE  
  
HILLSBOROUGH NC 27278  
COUNTRY : USA  
ALPHA VENDOR : QUEST COMPUTER PRODUCTS,  
BANK NUMBER :  
DUE DATE :  
DOCUMENT AMOUNT : 67,510.48  
NUMBER OF LINES : 4 CURRENCY CODE :  
TRANSACTION CODE HASH : RESPONSIBLE UNIT :  
TERMS :  
POSTING/EDIT ERRORS : NOTEPAD (Y OR N) : Y  
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY  
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS  
G014 - RECORD FOUND

LINK TO:

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  
TRANS DESC. : SOFTWARE MAINTENANCE FOR TPVA  
TRANS AMOUNT : 67,510.48  
INDEX : ITGEN1000 INFORMATION TECHNOLOGY  
SUBJECT : DE5A5 SOFTWARE CONTRACTS  
UCODE/ORD#/DRC : TV10 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

F7-VIEW DOC

F9-LINK

F10-SAVE

F12-ERRORS

G008 - NEXT RECORD DISPLAYED

RULES RESOLUTION NO. -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

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 nays 0 abstained

Legislators present 9

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.

Contract ID#: CNTEGST37111

Department: Information Technology**E-80-06****Contract Details**SERVICE Software MaintenanceNIFS ID #: CLIT06000006 NIFS Entry Date: 04/18/2006 Term: from 04/01/2006 to 03/31/2008

New <input type="checkbox"/> Renewal <input type="checkbox"/>
(Amendment <input checked="" type="checkbox"/> <b>4</b> ) <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

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

**Agency Information**

Vendor	
Name Quest Computer Products	Vendor ID# 561853189
Address 410-A Millstone Drive Hillsborough, NC 27278	Contact Person Peter Inglis Phone

County Department
Department Contact Mike Fischer
Address 160 Old Country Road, Mineola, NY 11501
Phone (516) 571-0106

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
5/10/06	OMB	NIFS Approval	<input checked="" type="checkbox"/>	5/10/06	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/10/06	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	5/10/06	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	5/10/06	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	5/23	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	6/20	
	Comptroller	NIFS Approval	<input type="checkbox"/>		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	7/2/06	

PR5254 (8/04)



E-80-06

RULES RESOLUTION NO. 104 2006

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 6-19-06

VOTING

ayes 7 nays 1 abstained 1 recused 1

Legislators present: 9

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.

Contract ID#: CNTEGST37111Department: IT

## Contract Summary

<b>Description:</b>
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
<b>Method of Procurement:</b> See attached executive order and department head justification.
<b>Procurement History:</b> See attached executive order and department head justification.
<b>Description of General Provisions:</b> This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2007. 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. <span style="float: right;">2008</span>
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/06 - 03-31/2007 = \$60,787.44 ; <u>4/1/07 → 3/31/08: \$63,826.81</u> Consulting Services: \$15,000.00 maximum <u>(IF county decides to renew)</u> If the County exercises their option, the second year Annual Software Maintenance contract (04/01/07 - 03/31/2008) will be \$63,826.81. Consulting Services will remain \$15,000.00 maximum.
<b>Change in Contract from Prior Procurement:</b>
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	
Resp:	1400
Object:	DE
Transaction:	SA5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$75,787.44
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$75,787.44</b>

LINE	INDEX/OBJECT CODE	AMOUNT
⑦	ITGEN1400/DESA5	\$ 75,787.44
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 75,787.44</b>

APPROVED: J. Amato 5/10/06 **INSURANCE SECTION** **TOTAL \$75,787.44**

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

<b>NIFS Certification</b>	<b>Comptroller Certification</b>	<b>County Executive Approval</b>
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name <u>Bn</u>	Name <u>[Signature]</u>	Date _____
<u>7/3/06</u>		
PR5254 (8/04)		

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. Term. 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:

	<u>Period service</u>	<u>Cost service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2006 through March 31, 2007	\$60,787.44
	April 1, 2007 through March 31, 2008	\$63,826.81

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. 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 APRIL, 2006.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Ingulis  
Name: PETER INGULIS  
Title: President  
Date: 4/4/06

NASSAU COUNTY

By: Thomas W. Stokes  
Name: Thomas W. Stokes  
Title: Deputy County Executive  
Date: 7/7/06

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

)ss.:  
COUNTY OF Orange )

On the 4<sup>th</sup> day of April in the year 2006 before me personally came Peter Ingris 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 of Quest Computer Products, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Cindy Jordan  
NOTARY PUBLIC

my commission expires: July 27, 2009

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU )

On the 10<sup>th</sup> day of July in the year 2006 before me personally came Thomas W Stokes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; 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.

FREDERICK A. SUZEL JR.  
NOTARY PUBLIC, State of New York  
No 41-4781488  
Qualified in Queens County  
Commission Expires February 28, 2010

Contract ID#: CNTEGST37111



NOTED

Department: Information Technology**Contract Details**SERVICE Software Maintenance - (one year renewal)NIFS ID #: CAIT07000002 NIFS Entry Date: 05/22/2007 Term: from 04/01/2007 to 03/31/2008

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> # <u>15</u>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

**Agency Information**

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

County Department
Department Contact Jim Poulos
Address 160 Old Country Road, Mineola, NY 11501
Phone (516) 571-0106

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)			
5/22/07	OMB	NIFS Approval <input checked="" type="checkbox"/>	5/22/07	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/1/07	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	6/1/07	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>			
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>	6/12/07	[Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>	6/26/07	[Signature]	
5/23/07	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	5/23/07	[Signature]	



## Contract Summary

<b>Description:</b>	one year renewal; 4/1/07-3/31/08
<b>Purpose:</b>	Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
<b>Method of Procurement:</b>	Sole Source
<b>Procurement History:</b>	
<b>Description of General Provisions:</b>	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 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.
<b>Impact on Funding / Price Analysis:</b>	Annual Software Maintenance: 04/01/07 - 03/31/08 = \$63,826.81 Consulting Services: \$15,000 maximum.
<b>Change in Contract from Prior Procurement:</b>	
<b>Recommendation:</b> (approve as submitted)	

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	SA5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$78,826.81
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$78,826.81</b>

LINE	INDEX/OBJECT CODE	AMOUNT
8	ITGEN1400/DESA5	\$78,826.81
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$78,826.81</b>

APPROVED: *[Signature]* 6/1/07  
INSURANCE SECTION

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_





DATE OF ADVISEMENT			FUND (3)	CONTRACT ID						DEPT (2)		CONTRACT NUMBER (6)			
MO (2)	DY (2)	YR (2)		TRANSACTION CODE			PERPETUAL TRANSACTION CODE								
				ENTER <input type="checkbox"/> CNTE	MODIFY <input checked="" type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX						
3-7-07			GEN	561853189 112717177								T-37111			
VENDOR INFO.			ID:	Name: (30) Quest Computer Products								YEAR-END ADJUSTMENT PERIOD YR (2) MO (2)			
			Address: (30)	416-A-Millstone Drive Hillsborough, NC 27278											
LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB-OBJ (2)	REPORTING CATEGORY		ACTIVITY (4)	REFERENCE REQUISITION ID				PART/FINAL IND.		LINE AMOUNT
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F	
1	IT GEN	1400	DE5AS												78,826.81
2															+ 63,826.81
3															
4															78,826.81
DOCUMENT DESCRIPTION: (30)															TOTAL AMOUNT
Software Maintenance 4-1-07-3-31-08															+ 63,826.81
COMMENTS															
The annual cost charged to the County for Software maintenance of Comput															
Software support															
04-01-07 - 03-31-08															
APPROVED: [Signature] 6/1/07															
INSURANCE SECTION															
DEPARTMENT - PREPARED BY						COMPTROLLER'S OFFICE CERTIFICATION						CERTIFICATE OF ACCEPTANCE INTO NUMIS		CHECK IF THIS DOCUMENT IS CONTINUED	
NAME: Laura Ortega						I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged to						I certify that this document was accepted into NUMIS		<input type="checkbox"/>	
DATE: 3-7-07						CONTRACT NUMBER									
PHONE: 516-571-0455															
DEPARTMENT - APPROVED BY															
NAME: [Signature]						NAME						NAME		PAGE	
TITLE						TITLE								OF	
DATE						DATE						DATE			



Amendment # 4

THIS AMENDMENT TO AGREEMENT #C-37111, dated as of 4/4/ 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. Term. 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:

	<u>Period service</u>	<u>Cost service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2006 through March 31, 2007	\$60,787.44
	April 1, 2007 through March 31, 2008	\$63,826.81

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. 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 April, 2006.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis  
Name: Peter Inglis  
Title: President  
Date: 4/4/06

NASSAU COUNTY

By: Thomas W. Stokes  
Name: Thomas W. Stokes  
Title: Deputy County Executive  
Date: 7/7/06

PLEASE EXECUTE IN BLUE INK.



STATE OF NORTH CAROLINA)

)ss.:  
COUNTY OF Orange)

On the 4<sup>th</sup> day of April in the year 2006 before me personally came Peter Inglis 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 of Quest Computer Products, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Cindy Jordan  
NOTARY PUBLIC

my commission expires: July 27, 2009

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU)

On the 10<sup>th</sup> day of July in the year 2006 before me personally came Thomas W Stollis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; 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

Fred A. Suzel Jr.  
FREDERICK A. SUZEL JR.  
NOTARY PUBLIC, State of New York  
No 41-4781488  
Qualified in Queens County  
Commission Expires February 28, 2010

Contract ID#: CNTEGST37111Department: Information Technology**E-41-08****Contract Details**NIFS ID #: CLIT08000002NIFS Entry Date: 02/19/2008SERVICE: Software Maintenance (one year renewal)Term: from 04/01/2008 to 03/31/2009

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <u>(#5)</u> <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

**Agency Information**

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

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

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
2/25/08	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <input checked="" type="checkbox"/>	2/25/08	<i>R. Siegel</i>	
	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	2/25/08	<i>John Deery</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/26/08	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/26/08	<i>J. Bejano</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	2/28/08	<i>John Deery</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2/27/08	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	2/27/08	<i>John Deery</i>	
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	3/27	<i>John Deery</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>		<i>Carl Bejano</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	4/28/08	<i>John Deery</i>	



Contract ID#: CNTEGST37111Department: Information Technology

## Contract Summary

<b>Description:</b> One year renewal 04/01/08-03/31/09.		Software Maintenance
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency. [Extend term one year, to 3/31/09.]		
<b>Method of Procurement:</b> See attached executive order and department head justification. (sole source provider)		
<b>Procurement History:</b> See attached executive order and department head justification.		
<b>Description of General Provisions:</b> This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2009. 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.		
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/08 - 03/31/2009 = \$67,018.15 Consulting Services: \$15,000.00 maximum  If the County exercises their option, the second year Annual Software Maintenance contract (04/01/09 - 03/31/2010) will be \$70,368.94. Consulting Services will remain \$15,000.00 maximum.		
<b>Change in Contract from Prior Procurement:</b>		
<b>Recommendation:</b> Approve as submitted.		

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ 67,018.15
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 67,018.15</b>

LINE	IND / OBJECT CODE	AMOUNT
10	ITGEN1400/DE5A5	\$ 67,018.15
9		\$ 15,000
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 82,018.15</b>

APPROVED: *J. Imata 2/26/08*

INSURANCE SECTION

TOTAL

(DATE)

2/26/08

Document Prepared By:

Date:

<b>NIFS Certification</b>		<b>Comptroller Certification</b>	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	
Name	<i>BW</i>	Name	<i>ELITE 8000002</i>
Date	4/15/08	Date	4/28/08
		E #:	

**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.
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

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:

	<u>Period of Service</u>	<u>Cost of Service</u>
	April 1, 2008 through March 31, 2009	\$67,018.15
If the COUNTY elects to renew the 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. 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.

The Remainder of this Page Intentionally Left Blank

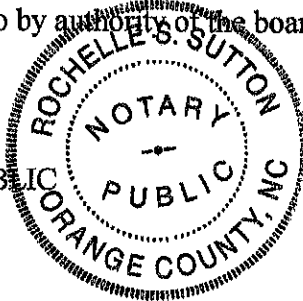
STATE OF NORTH CAROLINA)

) ss.:

COUNTY OF Orange )

On the 6<sup>th</sup> day of February in the year 2008 before me personally came Peter L. Ingles 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 of Quest Computer Products, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



*Rochelle S. Sutton*  
my Commission Expires:  
4/12/2010

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 28<sup>th</sup> day of April in the year 2008 before me personally came Thomas W Stokes to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; 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*  
FREDERICK A SUZEL JR  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SU4781488  
Qualified in Queens 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.

By: Peter C. Ingalls

Name: Peter C. Ingalls

Title: President

Date: 2/6/2008

NASSAU COUNTY

By: Thomas W. Stokes

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

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 04-01-2008 to 03-31-2009		\$ 67,018.15
SUBTOTAL			\$ 67,018.15
SALES TAX			
TOTAL DUE			\$ 67,018.15

THANK YOU FOR YOUR BUSINESS!

# QUEST

Computer Products, Inc.

410-A Millstone Drive  
Hillsborough, NC 27278

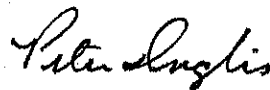
January 17, 2008

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.

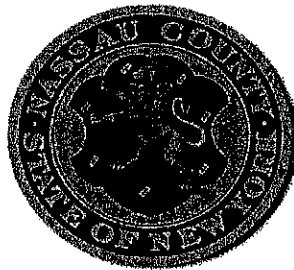
Sincerely,



Peter Inglis  
President,  
Quest Computer Products, Inc.



Howard S. 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:** 561853189-01

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
**Department Head Signature**

\_\_\_\_\_  
**Date**

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

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

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.

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

FROM : Quest Computer Products Inc.

PHONE NO. : 919 644 6690

Jan. 18 2008 12:46PM P2



## North Carolina Farm Bureau Insurance Group

Ph. (919) 792-9891 • 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.

A handwritten signature in black ink, appearing to be "Dale Dixon", written over a horizontal line.

Dale Dixon  
North Carolina Farm Bureau  
Agency Manager  
Hillsborough, NC 27278



**Nassau County Information Technology  
Inter Departmental Memo**

**To:** Elizabeth Botwin, Chief Deputy Comptroller, 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 ☐ 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 ☐ No

Has the consultant met all obligations as set forth in the contract?

☒ Yes ☐ 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**

QUEST COMPUTER PRODUCTS, INC.

460 AVALSTON DRIVE  
NEW PROBOCH, N.C. 28369

9505

BEAUFORT BANK, A FIDELITY & CARRUTHERS COMPANY

2/17/2009

# THE NECESSARY CONDITION FOR THE PROBLEM OF THE NECESSARY CONDITION

2256.90

# DOLLARS

THE UNIVERSITY OF CHICAGO PRESS

**Business Value Checking**

OMEGA

© 1997 by The McGraw-Hill Companies, Inc.



Contract ID#: CNTEGST37111



Department: Information Technology

## Contract Details

NIFS ID #: CLIT09000003

NIFS Entry Date: 03/03/2009

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

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #6 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input checked="" type="checkbox"/>
RES#

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

## Agency Information

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

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

## Routing Slip

Department		NIFS Entry (Dept) NIFS Appvl (Dept. Head)		Contractor Registered		NIFS Approval (Contractor Registered)		CA RE & Insurance Verification		CA Approval as to form		Fw'd Original Contract to CA		NIFS Approval		Notarization Filed with Clerk of the Leg.	
	OMB		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>	3/10/09	Michael G.		<input checked="" type="checkbox"/>				<input type="checkbox"/>		
3/11/09	County Attorney		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>	3/11/09	G. Amato		<input checked="" type="checkbox"/>				<input type="checkbox"/>		
	County Attorney		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>	3/11/09	SC		<input checked="" type="checkbox"/>				<input type="checkbox"/>		
	Legislative Affairs		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>		
	County Attorney		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>		
	Comptroller		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>		
	County Executive		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	4/2/09			<input type="checkbox"/>				<input type="checkbox"/>		

Contract ID#: CNTEGST37111Department: Information Technology

## Contract Summary

<b>Description:</b> One year renewal 04/01/09-03/31/10.	(see paragraph #1 of amendment #5: County may renew agreement for one additional one-year term)
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.	
<b>Method of Procurement:</b> See attached executive order and department head justification.	
<b>Procurement History:</b> See attached executive order and department head justification.	
<b>Description of General Provisions:</b> This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2010. 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.	
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/09 - 03/31/2010 = \$70,368.94	
<b>Change in Contract from Prior Procurement:</b>	
<b>Recommendation:</b> Approve as submitted.	

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

FUNDING SOURCE	
Revenue Contract <input type="checkbox"/>	
County	\$ 70,368.94
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 70,368.94</b>

BUDGET CODE		AMOUNT
(11) ITGEN1400 DE5A5		\$ 70,368.94
3		\$
5		\$
5		\$
INSURANCE SECTION		\$ (DATE)
<b>TOTAL</b>		<b>\$ 70,368.94</b>

% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name _____	
Name <u>BSM</u>		Name <u>ELIT04000003</u>		Date <u>4/2/09</u>	
Date <u>3/31/09</u>		Date _____		(For Office Use Only)	
				<b>E #:</b>	

## 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 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 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 [REDACTED] using the CompuCourt license;

WHEREAS, County and De [REDACTED] Original Agreement in accordance 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. Payment. 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. 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.

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 L. Ingers

Name: Peter L. Ingers

Title: President

Date: 3/6/2009

NASSAU COUNTY

By: Thomas W. Stokes

Name: Thomas W. Stokes

Title: Deputy County Executive

Date: 4/2/09

PLEASE EXECUTE IN BLUE INK

) SS.:

)

FRANCIS J. LONG  
PUBLIC NOTARY  
PUBLIC  
PERSON COUNTY, NC  
NEW YORK

Oct 27, 2013

) ss.:

On the 2nd day of April in the year 2009 before me personally came Thomas W Stokles to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; 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.

Finland

**FREDERICK A SUZEL JR.**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01SU4781488**  
**Qualified In Queens County**  
**My Commission Expires February 28, 2010**

QUEST COMPUTER PRODUCTS, INC.

410A MILLSTONE DRIVE  
HILLSBOROUGH, NJ 07278

BB&T  
BRANCH BANKING AND TRUST COMPANY  
1-800-BANK-BBT-BBT.com  
66-112/531

5300

3/6/2009

PAY TO THE ORDER OF Nassau County

\$ \*\*266.00

Two Hundred Sixty-six and 00/100

Nassau County

Business Value Checking

MEMO



AUTHORIZED SIGNATURE

⑈005300⑈ ⑆053101121100005100264015⑈

DOLLARS

Details on Back

Security Features Included

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.

Sincerely,

A handwritten signature of Robert J. Checca, written in black ink. The signature is stylized, with a large, sweeping initial 'R' and 'C' followed by the name 'Checca' in a cursive script.

Robert J. Checca

A handwritten signature of Peter Inglis, written in black ink. The signature is written in a cursive script, with the first name 'Peter' and last name 'Inglis' clearly visible.  
\_\_\_\_\_  
Peter Inglis

2/24/2009  
\_\_\_\_\_  
Date



# Quest Computer Products, Inc.

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

# INVOICE

**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 04-01-2009 to 03-31-2010		\$ 70,368.94
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: 561853189-01

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

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

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

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

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

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

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

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

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

  
Department Head Signature

\_\_\_\_\_  
Date

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

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

**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 : BROWN, PEGGY, 16627  
DOCUMENT NUMBER : CLIT09000003 INITIATING DEPT : IT  
INPUT PERIOD (MM YYYY) : 03 2009 MARCH  
VENDOR NUMBER / SUFFIX : 561853189 01 APPROVAL TYPE : 01  
VENDOR NAME : QUEST COMPUTER PRODUCTS INC  
VENDOR ADDRESS : 410-A MILLSTONE DRIVE

COUNTRY : HILLSBOROUGH NC 27278  
ALPHA VENDOR : USA  
BANK NUMBER : QUEST COMPUTER PRODUCTS  
DUE DATE : TREAS NO :  
DOCUMENT AMOUNT : 70,368.94 SINGLE CHECK :  
NUMBER OF LINES : 1 CURRENCY CODE :  
TRANSACTION CODE HASH : RESPONSIBLE UNIT :  
TERMS :  
POSTING/EDIT ERRORS : NOTEPAD (Y OR N) : N

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY  
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS  
G014 - RECORD FOUND

LINK TO:

DOCUMENT : CLIT09000003 - 01 INPUT PER: 03 2009 AMOUNT : 70,368.94

-----  
TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT  
DOCUMENT REF : CNTEGST37111 11  
TRANS DESC. : QUEST TPVA COMPUCOURT MAINT RENEWAL 4/1/09-3/31/10  
TRANS AMOUNT : 70,368.94  
INDEX : ITGEN1400 INFORMATION TECHNOLOGY-DATA CENTER OPER  
SUBJECT : DESA5 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  
G008 - NEXT RECORD DISPLAYED



FAML4760 V4.2

NIFS PRODUCTION SYSTEM

03/10/2009

LINK TO:

DOCUMENT DISPLAY

10:52 AM

DOCUMENT : CLIT09000003 INPUT PERIOD : 03 2009 AMT : 70,368.94

S	SFX	T/C	DOCUMENT REF	INDEX	SUBOBJ	VENDOR	G/L	SUBSID	ERR
PST/GST	DESCRIPTION						TRANS	AMOUNT	
01	109		CNTEGST37111 11	ITGEN1400	DE5A5				N
			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

FAMLS050 V4.2

LINK TO:

NIFS PRODUCTION SYSTEM  
DOCUMENT SUMMARY INQUIRY

03/03/2009

2:16 PM

ACTIVE

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	0
	CNTEGST37111	03	PKGGEN6500	DE5A5 QUEST COMPUTER	47,628	0
	CNTEGST37111	04	PKGGEN6500	DE5A5 QUEST COMPUTER	50,009	0
	CNTEGST37111	05	ITGEN1000	DE5A5 QUEST COMPUTER	123,073	0
	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	0	15,000
	CNTEGST37111	10	ITGEN1400	DE5A5 QUEST COMPUTER	67,018	0
	CNTEGS36916C	01	GSGEN4000	DF551 NEW YORK POWER	144,743	0
	CNTEGS36916C	02	GSGEN4000	DF551 NEW YORK POWER	72,371	0
	CNTEGS36916C	03	PKGGEN6900	DF551 NEW YORK POWER	72,371	0
	CNTEGS38067C	01	GSGEN1550	DE500 IRON MOUNTAIN	39,414	0
	CNTEGS38067C	02	GSGEN2050	DE500 IRON MOUNTAIN	76,782	0

F1-HELP

F2-SELECT

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

Contract ID#: CNTEGST37111



Department: Information Technology

**E-16-10**

### 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

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #7 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

### Agency Information

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

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

### Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			
2/18/10	OMB	NIFS Approval (Contractor Registered)	2/18/10	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
2/19/10	County Attorney	CA RE & Insurance Verification	2/19/10	[Signature]	Not required if blanket resolution
	County Attorney	CA Approval as to form	2/18/10	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	2/22/10	[Signature]	
	County Attorney	NIFS Approval	3/2	[Signature]	
	Comptroller	NIFS Approval	3/23/10	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	4/7/10	[Signature]	



## Contract Summary

<b>Description:</b> One year renewal 04/01/10-03/31/11.	<b>Software Maintenance - Amendment #7</b>
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.	
<b>Method of Procurement:</b> See attached executive order and department head justification.	
<b>Procurement History:</b> See attached executive order and department head justification.	
<b>Description of General Provisions:</b> This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2011. 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.	
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/10 - 03/31/2011 = \$73,887.38	
<b>Change in Contract from Prior Procurement:</b>	
<b>Recommendation:</b> Approve as submitted.	

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN	Revenue Contract <input type="checkbox"/>	XXXXXXX	1	ITGEN1415/DESA5	\$73,887.38
Control:	1415	County	\$73,887.38	2		\$
Resp:	DE	Federal	\$	3		\$
Object:	SAS	State	\$	4		\$
Transaction:		Capital	\$	5		\$ (DATE)
		Other	\$			
		<b>TOTAL</b>	<b>\$73,887.38</b>	<b>TOTAL</b>		<b>\$73,887.38</b>

APPROVED: *[Signature]* 2/19/10

INSURANCE SECTION

<b>NIPS Certification</b>		<b>Comptroller Certification</b>		<b>County Executive Approval</b>	
I certify that this document was accepted into NIPS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <i>[Signature]</i>	
Name <i>[Signature]</i>	Name <i>[Signature]</i>	Date <i>[Signature]</i>		Date <i>[Signature]</i>	
Date <i>3/18/10</i>	Date <i>3-23-10</i>	Date <i>3/18/10</i>		Date <i>4/7/10</i>	
				E #:	

E-16.10

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  
By Voice Vote on MAR 01 2010  
VOTING:  
ayes 7 nays 0 abstained 0 excused 0  
Legislators present: 7

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.

RULES RESOLUTION NO. - 2010

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Computer Products, Inc.

Howard S. Wetzman  
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: 561853189-01

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

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

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

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

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

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

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



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

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

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

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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

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

### Amendment # 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:

	<u>Period of Service</u>	<u>Cost of Service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2010 through March 31, 2011	\$73,887.38
	April 1, 2011 through March 31, 2012	\$77,581.74

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.

By: Pete Ingulis

Name: PETER L. INGULIS

Title: President

Date: 2/12/2010

NASSAU COUNTY

By: [Signature]

Name: Richard B. Walker

Title: Deputy County Executive

Date: 4/7/10

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

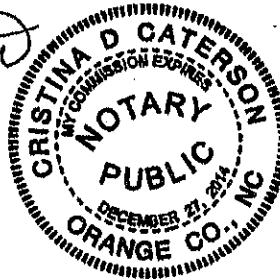
) ss.

COUNTY OF ORANGE )

On the 12 day of February in the year 2010 before me personally came Peter L. Ingalls 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 of Quest 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

*Cristina D. Caterson*  
2.12.2010



STATE OF NEW YORK)

) ss.

COUNTY OF NASSAU )

On the 7 day of April in the year 2010 before me personally came Richard Wellman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*Doreen R. Pennica*

DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170832  
EXPIRES 7/23/2011

# QUEST

Computer Products, Inc.

410-A Millstone Drive  
Hillsborough, NC 27278

February 12, 2010

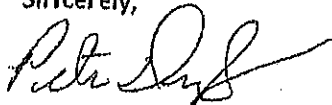
The County of Nassau

Mineola, NY

To whom it may concern:

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Peter Inglis".

Peter Inglis

Telephone (919) 644-6593

Fax (919) 644-6690

QUEST COMPUTER PRODUCTS, INC.  
410-A MILLSTONE DRIVE  
HILLSBOROUGH NC 27278

BB&T  
BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BB&T BBT.com  
88-112/531

5486

2/11/2010

PAY TO THE  
ORDER OF

NASSAU County Treasurer

\$ 266<sup>00</sup>

Two hundred sixty six and 00/100

DOLLARS

Business Value Checking

MEMO

CONTRACT FEE



AUTHORIZED SIGNATURE

⑈005486⑈ ⑆05310112⑆0005100261015⑈

**Quest Computer  
Products, Inc.**

410-A Millstone Drive  
Hillsborough, North Carolina 27278  
919-844-6593 Fax 919-844-6690

**INVOICE**

**Quotation**  
**DATE: Jan 6, 2010**

**To:**

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

CONTRACT NUMBER		DATE DELIVERED		TERMS	
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT		
	CompuCourt annual software maintenance				
	The charge for the current period 4/1/2009 - 3/31/2010 was \$70,368.94				
	A 5% per year increase was used to calculate future charges				
	Maintenance for the period 4/1/2010 - 3/31/2011 is \$ 73,887.38				
	Maintenance for the period 4/1/2011 - 3/31/2012 is \$ 77,581.74				
			SUBTOTAL		
			TOTAL DUE		



NIFS PRODUCTION SYSTEM  
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2:04 PM

MENT CATEGORY  
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DOCUMENT NUMBER  
INPUT PERIOD (MM YYYY)  
VENDOR NUMBER / SUFFIX  
VENDOR NAME  
VENDOR ADDRESS

: CL CONTRACT INCREASE /CHANGE TERMS  
: BROWN, PEGGY, 16627  
: CLIT10000002 INITIATING DEPT : IT  
: 02 2010 FEBRUARY  
: 561853189 01 APPROVAL TYPE : 01  
: QUEST COMPUTER PRODUCTS INC  
: 410-A MILLSTONE DRIVE

COUNTRY  
ALPHA VENDOR  
BANK NUMBER  
DUE DATE  
DOCUMENT AMOUNT  
NUMBER OF LINES  
TRANSACTION CODE HASH  
TERMS

HILLSBOROUGH NC 27278  
: USA  
: QUEST COMPUTER PRODUCTS  
: TREAS NO :  
: SINGLE CHECK :  
: 73,887.38 CURRENCY CODE :  
: 1 RESPONSIBLE UNIT :  
: NOTEPAD (Y OR N) : N

POSTING/EDIT ERRORS  
F1-HELP F2-SELECT  
F7-VIEW DOC F8-SUBMIT  
G014 - RECORD FOUND

F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY  
F9-LINK F10-SAVE F12-ADL FCTNS

NIFS PRODUCTION SYSTEM  
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS02/17/2010  
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73,887.38

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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  
INDEX : ITGEN1415 DATA CENTER TECHNICAL  
SUBJECT : DE5A5 SOFTWARE CONTRACTS  
UCODE/ORD#/DRC :  
GRANT :  
GRANT DETAIL :  
PROJECT :  
PROJECT DETAIL :  
START DATE :  
END DATE :

## FINANCIAL ERRORS :

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F7-VIEW DOC		F9-LINK	F10-SAVE	

MENT : CLIT100000002

INPUT PERIOD : 02 2010

AMT :

73,887.38

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PST/GST	DESCRIPTION							TRANS	AMOUNT	
01	109		CNTEGST37111	12	ITGEN1415	DE5A5				N
			QUEST MAINTENANCE	4/1/10-3/31/11	(TPVA COMPUCOURT)				73,887.38	

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

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VENDOR ADDRESS :

COUNTRY :  
ALPHA VENDOR :  
BANK NUMBER :  
DUE DATE :  
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TERMS :  
POSTING/EDIT ERRORS :

TREAS NO :  
SINGLE CHECK :  
CURRENCY CODE :  
RESPONSIBLE UNIT :

NOTEPAD (Y OR N) :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY  
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS  
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CLIT10000002

MO/YEAR : 02 2010 FEB 2010

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	0
	CNTEGST37111	03	PKGEN6500	DE5A5 QUEST COMPUTER	47,628	0
	CNTEGST37111	04	PKGEN6500	DE5A5 QUEST COMPUTER	50,009	0
	CNTEGST37111	05	ITGEN1000	DE5A5 QUEST COMPUTER	123,073	0
	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 QUEST 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
	CNTEGS38067C	01	GSGEN1550	DE500 IRON MOUNTAIN	39,414	0

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

F5-NEXT

Contract ID#: CNTEGST37111Department: Information Technology**Contract Details**NIFS ID #: CLIT11000003NIFS Entry Date: 02/14/2011SERVICE: Software Maintenance (one year renewal)Term: from 04/01/2011 to 03/31/2012

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment #8 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

**Agency Information**

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

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

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
2/28/11	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	2/28/11	NOW	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/2/11	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/2/11		
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/2/11		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	3/2/11		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/2/11		
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/23/11		

Contract ID#: CNTEGST37111Department: Information Technology

## Contract Summary

<b>Description:</b> One year renewal 04/01/11-03/31/12.
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
<b>Method of Procurement:</b> See attached executive order and department head justification.
<b>Procurement History:</b> See attached executive order and department head justification.
<b>Description of General Provisions:</b> This agreement and the related services originally became effective on April 1, 1996 and is now being extended further until March 31, 2012. 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.
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/11 – 03/31/2012 = \$77,581.74
<b>Change in Contract from Prior Procurement:</b>
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1415
Resp:	DE
Object:	5A5
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$ 77,581.74
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 77,581.74</b>

LINE	INDEX/OBJECT CODE	AMOUNT
8	ITGEN <sup>H00</sup> / DE5A5	\$ 77,581.74
2		\$
3		\$
5		\$
	<b>TOTAL</b>	<b>\$ 77,581.74</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

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

### 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. 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.

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 Inglis

Name: Peter Inglis

Title: President

Date: 2/17/2019

NASSAU COUNTY

By: Richard R. Walker

Name: Richard R. Walker

Title: <sup>Chief</sup>Deputy County Executive

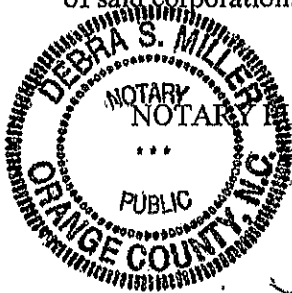
Date: 3-23-19

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

COUNTY OF Orange, ) ss.

On the 17 day of February in the year 2011 before me personally came Peter Inglis 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 of Quest 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.



Debra S. Miller

my commission expires: April 28 2013

STATE OF NEW YORK)

COUNTY OF NASSAU ) ss.

On the 23 day of March in the year 2011 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Doreen R. Pennica

DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170832  
EXPIRES 7/23/2011

# Colonial

INSURANCE  
AGENCY

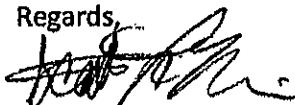
February 24, 2011

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 Eisenstein  
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

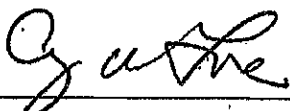
Date: March 27, 2003

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  
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 #:** 561853189-01

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

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

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

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

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

**III. ☒ 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

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

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

LINK TO:

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ENTERED BY : BROWN, PEGGY, 16627  
DOCUMENT NUMBER :  
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INPUT PERIOD (MM YYYY) : 02 2011 FEBRUARY  
VENDOR NUMBER / SUFFIX :  
APPROVAL TYPE :  
VENDOR NAME :  
VENDOR ADDRESS :

COUNTRY :  
ALPHA VENDOR :  
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DUE DATE :  
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NOTEPAD (Y OR N) :  
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02/14/2011  
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VENDOR NUMBER / SUFFIX : 561853189 01 APPROVAL TYPE : 01  
VENDOR NAME : QUEST COMPUTER PRODUCTS INC  
VENDOR ADDRESS : 410-A MILLSTONE DRIVE

HILLSBOROUGH NC 27278  
COUNTRY : USA  
ALPHA VENDOR : QUEST COMPUTER PRODUCTS  
BANK NUMBER :  
DUE DATE : TREAS NO :  
DOCUMENT AMOUNT : 77,581.74 SINGLE CHECK :  
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TERMS :  
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G014 - RECORD FOUND

DOCUMENT : CLIT11000003 - 01 INPUT PER : 02 2011 AMT : 77,581.74

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TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT  
DOCUMENT REF : CNTEGST37111 13 INVDT:  
TRANS DESC. : QUEST MAINTENANCE 4/1/11-3/31/12 (TPVA COMPUCOURT)  
TRANS AMOUNT : 77,581.74 TRANS NET AMT :  
INDEX : ITGEN1400 INFORMATION TECHNOLOGY-DATA CENTER OPER  
SUBJECT : DE5A5 SOFTWARE CONTRACTS  
UCODE/ORD#/DRC :  
GRANT :  
GRANT DETAIL :  
PROJECT :  
PROJECT DETAIL :  
GL ACCOUNT :  
SUBSIDIARY :  
VENDOR :  
BANK NUMBER :  
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

02/14/2011  
5:19 PM

LINK TO:

DOCUMENT : CLIT11000003 INPUT PERIOD : 02 2011 AMT : 77,581.74

S	SFX	T/C	DOCUMENT REF	INDEX	SUBOBJ	VENDOR	G/L	SUBSID	ERR
PST/GST DESCRIPTION							TRANS	AMOUNT	
01	109		CNTEGST37111	13	ITGEN1415	DE5A5			N
QUEST MAINTENANCE 4/1/11-3/31/12 (TPVA COMPUCOURT)								77,581.74	

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

LINK TO:

ACTIVE

FISCAL MO/YEAR : 02 2011 FEB 2011

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	0
	CNTEGST37111	03	PKGGEN6500	DE5A5 QUEST COMPUTER	47,628	0
	CNTEGST37111	04	PKGGEN6500	DE5A5 QUEST COMPUTER	50,009	0
	CNTEGST37111	05	ITGEN1000	DE5A5 QUEST COMPUTER	123,073	0
	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 QUEST COMPUTER	67,018	0
	CNTEGST37111	11	ITGEN1400	DE5A5 QUEST COMPUTER	70,368	0
	CNTEGST37111	12	ITGEN1415	DE5A5 QUEST COMPUTER	73,887	0
	CNTEGS36916C	01	GSGEN4000	DF551 NEW YORK POWER	144,743	0
	CNTEGS36916C	02	GSGEN4000	DF551 NEW YORK POWER	72,371	0
	CNTEGS36916C	03	PKGGEN6900	DF551 NEW YORK POWER	72,371	0

F1-HELP

F2-SELECT

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND

# 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 04-01-2011 to 03-31-2012		\$ 77,581.74
SUBTOTAL			\$ 77,581.74
SALES TAX			
TOTAL DUE			\$ 77,581.74

THANK YOU FOR YOUR BUSINESS!

# QUEST

Computer Products, Inc.

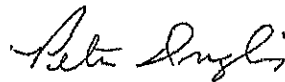
410-A Millstone Drive  
Hillsborough, NC 27278

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 sub-chapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189.

Peter Inglis,



President,  
Quest Computer Products, Inc.



QUEST COMPUTER PRODUCTS, INC.

410-A Millstone Dr.  
Hillsborough, NC 27278

SUNTRUST BANK  
ACH RT 081000104  
66-46/631

6096

2/17/2011

PAY TO THE  
ORDER OF

NASSAU COUNTY TREASURER

\$ 266

00

Two hundred sixty six and 00/100

DOLLARS

MEMO

Contract admin fee



AUTHORIZED SIGNATURE

⑈006096⑈ ⑆053100465⑆ 1000079586011⑈

Details on Back  
Security Features Included

Contract ID#: CNTEGST37111Department: Information Technology**E-114-12****Contract Details**NIFS ID #: CLIT12000062NIFS Entry Date: 02/21/2012SERVICE: Software Maintenance (one year renewal)Term: from 04/01/2012 to 03/31/2013

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #9 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

**Agency Information**

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

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

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd/As Sent	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
2/01	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	3/10		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/19/12	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/21/12		
04/16/12	County Attorney	CA Approval as to form <input type="checkbox"/>	04/16/12		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	4/17/12		
	County Attorney	NIFS Approval <input type="checkbox"/>	05/14/12		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/18/12		
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	4/27/12		

Contract ID#: CNTEGST37111Department: Information Technology

## Contract Summary

<b>Description:</b> One year maintenance renewal 04/01/12-03/31/13.
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
<b>Method of Procurement:</b> See attached executive order and department head justification.
<b>Procurement History:</b> See attached executive order and department head justification.
<b>Description of General Provisions:</b> 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.
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/12 - 03/31/2013 = \$81,460.83
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1415
Resp:	DE
Object:	5A5
Transaction:	



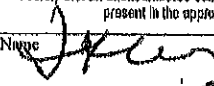
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$81,460.83
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$81,460.83</b>

LINE	INDEX/OBJECT CODE	AMOUNT
14	ITGEN1400/DE5A5	\$81,460.83
2		\$
3		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$81,460.83</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NTFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NTFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 4/27/12
Date: 5/18/12	Date: 5/18/12	E #: _____

E-114-12

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 5/7/12  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with 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

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

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

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

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

**III. ☒ 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

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

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



*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

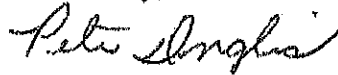
Dear Mr. Bejarano:

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

A handwritten signature in black ink, appearing to read "Peter Inglis", written in a cursive style.

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.

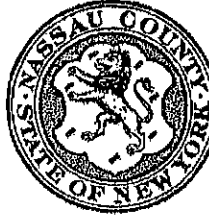
If not approved NC-TPVA fine collection revenues would be stopped and/or lost during periods of system downtime. The cost of a system repair, when no service contract is in place, can exceed the cost of the annual contract renewal. Vendor response to service requests on a "time and materials" basis may 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 27235

6584

66-46/531

DATE 2/22/2012

PAY TO THE ORDER OF Nassau County Treasurer

\$ 266<sup>00</sup>

Two hundred sixty six and 00/100

DOLLARS



SUNTRUST BANK  
COLFAX, NC 27235

FOR Contract Admin Fee

*[Signature]*

⑈006584⑈ ⑆053100465⑆1000079586011⑈

# Colonial

INSURANCE  
AGENCY

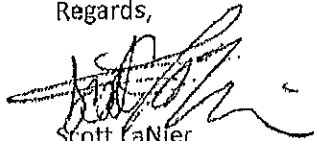
February 22, 2012

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:

	<u>Period of Service</u>	<u>Cost of Service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2012 through March 31, 2013	\$81,460.83
	April 1, 2013 through March 31, 2014	\$85,533.87

3. Compliance with Law. 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. 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.

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 Delnglis

Name: PETER INGLIS

Title: PRESIDENT

Date: 2/23/2012

NASSAU COUNTY

By: [Signature]

Name: Richard A. Walker

Title: Deputy County Executive

Date: 6/13/12

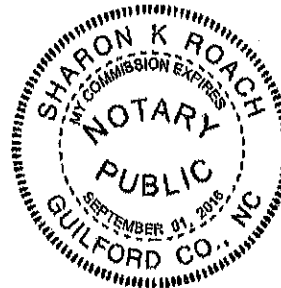
PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

Forsyth ) ss.  
COUNTY OF ~~ORANGE~~ )

On the 23 day of Feb. in the year 2012 before me personally came  
Peter Inglis 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 Computer Products, Inc. the corporation described herein and which executed the  
above instrument; and that he or she signed his or her name thereto by authority of the board of directors  
of said corporation.

Sharon K Roach  
NOTARY PUBLIC



STATE OF NEW YORK)

) ss.  
COUNTY OF NASSAU )

On the 13 day of June in the year 2012 before me personally came  
Richard H. Walker to me personally known, who, being by me duly sworn, did depose and say  
that he or she resides in the County of Nassau; that he or she is a Deputy County Executive  
of the County of Nassau, the municipal corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County  
Government Law of Nassau County.

NOTARY PUBLIC

Concetta A Petrucci  
CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01PE6259026  
Qualified in Nassau County  
Commission Expires April 02, 2016

4/23/12  
Appendix EE  
**Equal Employment Opportunities for Minorities and Women**

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (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 (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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

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

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

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

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

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

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



Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

Peter L. Ingli's

(Name)

807 Westbourne Grove Court, Colfax, N.C. 27235

(Address)

336-833-3260

(Telephone Number)

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

body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

4/20/2012  
Dated

  
Signature of Chief Executive Officer

Peter Ingels  
Name of Chief Executive Officer

Sworn to before me this

26th day of April, 2012  
Nancy L. Demetro  
Notary Public

NANCY L. DEMETRO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DE6104343  
Qualified in Nassau County  
My Commission Expires January 20, 2016

FAML8Q40 V4.2  
LINK TO:

NIFS PRODUCTION SYSTEM  
RETURN NOTIFICATION MAILBOX

02/22/2012  
2:14 PM

USER ID : US471

S	DOC NTP	APP TYP	DOC TYP	DOC NUMBER	CREATE DATE	DYS CHG	OUT	REASON CODE	REJECT BY
	N	C2	01	CAIT100000004	12/07/2010	N	442	REJECTED TO INITIATOR	IT085
	Y	CL	01	CLIT070000005	10/15/2007	N	591	REJECTED TO INITIATOR	AT410
	N	CL	01	CLIT080000003	03/12/2008	N	442	REJECTED TO INITIATOR	BU065

F1-HELP F2-SELECT

F7-PRIOR PG F8-NEXT PG F9-LINK

APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CLIT12000002

LINK TO:

DOCUMENT HEADER

2:56 PM

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS  
ENTERED BY : BROWN, PEGGY, 16627  
DOCUMENT NUMBER : CLIT12000002 INITIATING DEPT : IT  
INPUT PERIOD (MM YYYY) : 02 2012 FEBRUARY  
VENDOR NUMBER / SUFFIX : 561853189 01 APPROVAL TYPE : 01  
VENDOR NAME : QUEST COMPUTER PRODUCTS INC  
VENDOR ADDRESS : 807 WESTBOURNE GROVE COURT

COUNTRY : COLFAX NC 27235  
ALPHA VENDOR : USA  
BANK NUMBER : QUEST COMPUTER PRODUCTS  
DUE DATE : TREAS NO :  
DOCUMENT AMOUNT : 81,460.83 SINGLE CHECK :  
NUMBER OF LINES : 1 CURRENCY CODE :  
TRANSACTION CODE HASH : RESPONSIBLE UNIT :  
TERMS :  
POSTING/EDIT ERRORS : NOTEPAD (Y OR N) : N  
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY  
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS  
G014 - RECORD FOUND

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

-----  
TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT  
DOCUMENT REF : CNTEGST37111 14 INVDT:  
TRANS DESC. : QUEST MAINTENANCE 4/1/12-3/31/13 (TPVA COMPUCOURT)  
TRANS AMOUNT : 81,460.83 TRANS NET AMT :  
INDEX : ITGEN1400 INFORMATION TECHNOLOGY-DATA CENTER OPER  
SUBJECT : DE5A5 SOFTWARE CONTRACTS  
UCODE/ORD#/DRC :  
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

DOCUMENT : CLIT12000002 INPUT PERIOD : 02 2012 AMT : 81,460.83

S	SFX	T/C	DOCUMENT	REF	INDEX	SUBOBJ	VENDOR	G/L	SUBSID	ERR
PST/GST	DESCRIPTION									
01	109		CNTEGST37111	14	ITGEN1400	DE5A5				N
QUEST MAINTENANCE 4/1/12-3/31/13 (TPVA COMPUCOURT)									81,460.83	

F1-HELP F2-SELECT

F7-PRIOR PG F8-NEXT PG

RE95 - THIS DOCUMENT HAS ALREADY BEEN SUBMITTED FOR APPROVAL PROCESSING

LINK TO:

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	0
	CNTEGST37111	03	PKGGEN6500	DE5A5 QUEST COMPUTER	47,628	0
	CNTEGST37111	04	PKGGEN6500	DE5A5 QUEST COMPUTER	50,009	0
	CNTEGST37111	05	ITGEN1000	DE5A5 QUEST COMPUTER	123,073	0
	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 QUEST COMPUTER	67,018	0
	CNTEGST37111	11	ITGEN1400	DE5A5 QUEST COMPUTER	70,368	0
	CNTEGST37111	12	ITGEN1415	DE5A5 QUEST COMPUTER	73,887	0
	CNTEGST37111	13	ITGEN1400	DE5A5 QUEST COMPUTER	77,581	0
	CNTEHEC35770	01	HEGRTC100NYS	DE500 ASSOCIAT FOR H	2,449	0
	CNTEHEC35770	02	HEGEN5100	DE500 ASSOCIAT FOR H	7,379	0

F1-HELP

F2-SELECT

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

Contract ID#: CNTEGST37111



Department: Information Technology

**E-61-13**  
 SERVICE: Software Maintenance (1 yr renewal)  
 Term: from 04/01/2013 to 03/31/2014

### Contract Details

NIFS ID #: CLIT13000006

NIFS Entry Date: 02/27/2013

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #10 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

### Agency Information

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

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

### Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Legal Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
3/1/2013	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	3/1/13		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/12/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/12/13		
3/13/13	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/13/13		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	3/18/13		
	County Attorney	NIFS Approval <input type="checkbox"/>	3/15/2013		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>			
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/21/13		



Contract ID#: CNTEGST37111



Department: Information Technology

## Contract Summary

<b>Description:</b> One year maintenance renewal 04/01/13-03/31/14.
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
<b>Method of Procurement:</b> See attached executive order and department head justification.
<b>Procurement History:</b> See attached executive order and department head justification.
<b>Description of General Provisions:</b> This agreement and the related services originally became effective on April 1, 1996 and are now being extended further until March 31, 2014. 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.
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/13 - 03/31/2014 = \$85,533.87
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$85,533.87
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$85,533.87</b>

LINE	INDEX/OBJECT CODE	AMOUNT
15	ITGEN1400/DE5A5	\$85,533.87
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$85,533.87</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: _____
Name: _____	Name: _____	Date: 3/21/13
Date: 4/24/13	Date: _____	(For Office Use Only)
		E #:

E-61-13

RULES RESOLUTION NO. 104 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 4-8-13

**VOTING:**

ayes 7 nays 0 abstained 0 recused 0

Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with 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. 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.

By: Peter Ingris  
Name: PETER INGRIS  
Title: President  
Date: 2/25/13

NASSAU COUNTY

By: [Signature]  
Name: Richard E. Walker  
Title: Deputy County Executive  
Date: 4/30/13

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

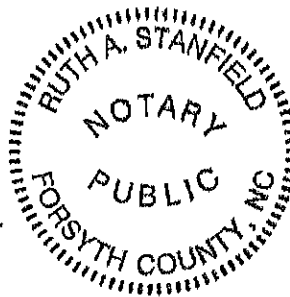
) ss.

COUNTY OF FORSYTH )

On the 25<sup>th</sup> day of February in the year 2013 before me personally came Peter Inglis 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 Computer Products Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Ruth A. Stanfield  
NOTARY PUBLIC

My Commission Exp. May 01, 2016



STATE OF NEW YORK)

) ss.

COUNTY OF NASSAU )

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

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE8258028  
Qualified in Nassau County  
Commission Expires April 02, 2016



**Quest Computer  
Products, Inc.**

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

**INVOICE**

INVOICE NO: 1527  
DATE: Jan 2, 2013

To: 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	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement 04-01-2013 to 03-31-2014		\$ 85,533.87
SUBTOTAL			\$ 85,533.87
SALES TAX			
TOTAL DUE			\$ 85,533.87

THANK YOU FOR YOUR BUSINESS!

QUEST COMPUTER PRODUCTS

807 WESTBOURNE GROVE COURT  
COLFAX, NC 27235

6719

66-40/531

DATE 2/24/13

PAY  
TO THE  
ORDER OF

Nassau County Treasurer

\$ 266.00

Two hundred sixty six dollars and 00/100

DOLLARS



SUNTRUST BANK  
COLFAX, NC 27235

FOR

administrative fees

B. H.

⑈006719⑈ ⑆053100465⑆ 1000079586011⑈

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

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

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

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

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

**III. ☒ 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 service required through an inter-municipal agreement.

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- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

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



Department Head Signature

Date

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

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

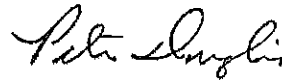
Quest Computer Products, Inc.  
807 Westbourne Grove Ct.  
Colfax, NC 27235

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,

A handwritten signature in black ink, appearing to read "Peter Inglis", written in a cursive style.

President,  
Quest Computer Products, Inc.

LINK TO:

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS  
ENTERED BY : BROWN, PEGGY, 16627  
DOCUMENT NUMBER :  
INITIATING DEPT : IT  
INPUT PERIOD (MM YYYY) : 02 2013 FEBRUARY  
VENDOR NUMBER / SUFFIX :  
APPROVAL TYPE :  
VENDOR NAME :  
VENDOR ADDRESS :

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

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY  
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTN:  
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CLIT1300001



**DOCUMENT CATEGORY****ENTERED BY****DOCUMENT NUMBER****INPUT PERIOD (MM YYYY)****VENDOR NUMBER / SUFFIX****VENDOR NAME****VENDOR ADDRESS**

: CL CONTRACT INCREASE /CHANGE TERMS

: BROWN, PEGGY, 16627

: CLIT13000006

**INITIATING DEPT** : IT

: 02 2013 FEBRUARY

: 561853189 01

**APPROVAL TYPE** : 01

: QUEST COMPUTER PRODUCTS INC

: 807 WESTBOURNE GROVE COURT

COLFAX

NC 27235

**COUNTRY**

: USA

**ALPHA VENDOR**

: QUEST COMPUTER PRODUCTS

**BANK NUMBER**

:

**TREAS NO****DUE DATE**

:

SINGLE CHECK

**DOCUMENT AMOUNT**

:

85,533.87

CURRENCY CODE

**NUMBER OF LINES**

: 1

RESPONSIBLE UNIT :

**TRANSACTION CODE HASH**

:

**TERMS**

:

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

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F2-SELECT

F3-DELETE

F4-PRIOR

F5-NEXT

F6-DTL ENTRY

F7-VIEW DOC

F8-SUBMIT

F9-LINK

F10-SAVE

F12-ADL FCTN

**G014 - RECORD FOUND**

FAML4050 V4.2

LINK TO:

NIFS PRODUCTION SYSTEM  
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

02/27/201  
6:12 PM

DOCUMENT : CLIT13000006 - 01 INPUT PER: 02 2013 AMOUNT : 85,533.87

-----  
TRANS CODE : 109 ADD A SUFFIX TO A CONTRACT  
DOCUMENT REF : CNTEGST37111 15  
TRANS DESC. : QUEST MAINTENANCE 4/1/13-3/31/14 (TPVA COMPUCOURT)  
TRANS AMOUNT : 85,533.87  
INDEX : ITGEN1400 INFORMATION TECHNOLOGY-DATA CENTER OPER  
SUBJECT : 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  
G014 - RECORD FOUND

FAML4760 V4.2  
LINK TO:

NIFS PRODUCTION SYSTEM  
DOCUMENT DISPLAY

02/27/2013  
6:11 PM

DOCUMENT : CLIT13000006 INPUT PERIOD : 02 2013 AMT : 85,533.8

S	SFX	T/C	DOCUMENT REF	INDEX	SUBOBJ	VENDOR	G/L	SUBSID EI
PST/GST DESCRIPTION							TRANS	AMOUNT
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

LINK TO:

ACTIVE

FISCAL MO/YEAR : 02 2013 FEB 2013

DOCUMENT PREFIX:

S	DOCUMENT	INDEX	SUBOBJ	VENDOR NAME	PAY/RCPT	BALANCE
	CNTEGST37111	01	GSGEN2100	DE5A5 QUEST COMPUTER	73,505	
	CNTEGST37111	02	TVGEN1000	DE500 QUEST COMPUTER	12,325	
	CNTEGST37111	03	PKGGEN6500	DE5A5 QUEST COMPUTER	47,628	
	CNTEGST37111	04	PKGGEN6500	DE5A5 QUEST COMPUTER	50,009	
	CNTEGST37111	05	ITGEN1000	DE5A5 QUEST COMPUTER	123,073	
	CNTEGST37111	06	ITGEN1100	DE500 QUEST COMPUTER	63,502	
	CNTEGST37111	07	ITGEN1400	DE5A5 QUEST COMPUTER	60,787	
	CNTEGST37111	08	ITGEN1400	DE5A5 QUEST COMPUTER	63,826	
	CNTEGST37111	09	ITGEN1400	DE5A5 QUEST COMPUTER	6,682	
	CNTEGST37111	10	ITGEN1400	DE5A5 QUEST COMPUTER	67,018	
	CNTEGST37111	11	ITGEN1400	DE5A5 QUEST COMPUTER	70,368	
	CNTEGST37111	12	ITGEN1415	DE5A5 QUEST COMPUTER	73,887	
	CNTEGST37111	13	ITGEN1400	DE5A5 QUEST COMPUTER	77,581	
	CNTEGST37111	14	ITGEN1400	DE5A5 QUEST COMPUTER	81,460	
	CNTEHEC35770	01	HEGRTC100NYS	DE500 ASSOCIAT FOR H	2,449	

F1-HELP

F2-SELECT

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

30

31

Contract ID#: CNTEGST37111



Department: Information Technology

E-85-14

## Contract Details

NIFS ID #: CLIT14000002

NIFS Entry Date: 03/11/2014

SERVICE: Software Maintenance (1 yr renewal)

Term: from 7/1/1996 to 03/31/2015

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #11 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

## Agency Information

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

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

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	3/12/14		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/18/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/18/14		
3/18/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/18/14		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	3/20/14		
	County Attorney	NIFS Approval <input type="checkbox"/>	3/21/14		
	Comptroller	NIFS Approval <input type="checkbox"/>	3/21/14		
	County Executive	Nourization Filed with Clerk of the Leg. <input type="checkbox"/>	3/21/14		



## Contract Summary

<b>Description:</b> One year maintenance renewal 04/01/14-03/31/15.
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
<b>Method of Procurement:</b> See attached executive order and department head justification.
<b>Procurement History:</b> See attached executive order and department head justification.
<b>Description of General Provisions:</b> This agreement and the related services originally became effective on April 1, 1996 and are now being extended further until March 31, 2015. 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.
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/2014 - 03/31/2015 = \$89,810.56
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$89,810.56
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$89,810.56</b>

LINE	INDEX/OBJECT CODE	AMOUNT
16	ITGEN1400/DE5A5	\$89,810.56
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$89,810.56</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name <u>James J. Schriber</u>	Date <u>3/21/14</u>
Date <u>4/21/14</u>	Date <u>4/21/14</u>	(For Office Use Only) E #:

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 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

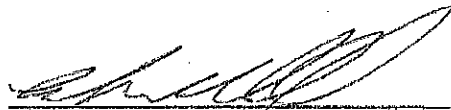
**Date:** March 11, 2014

**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. Term Extension. 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. 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.

[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: Peter C. Ingalls

Name: Peter C. Ingalls

Title: President

Date: 2/25/17

NASSAU COUNTY

By: Richard E. Walker

Name: Richard E. Walker

Title: Deputy County Executive

Date: 5/9/14

PLEASE EXECUTE IN BLUE INK

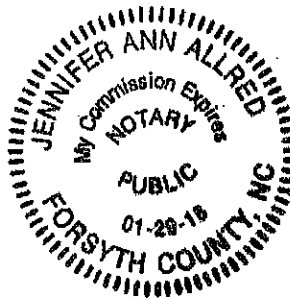
STATE OF NORTH CAROLINA)

) ss.

COUNTY OF FORSYTH )

On the 25 day of February in the year 2014 before me personally came  
Peter Inglis 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 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.

*Jennifer Ann Allred*  
NOTARY PUBLIC



STATE OF NEW YORK)

) ss.

COUNTY OF NASSAU )

On the 9 day of May in the year 2014 before me personally came  
Richard A. Walker to me personally known, who, being by me duly sworn, did depose and say  
that he or she resides in the County of Nassau; that he or she is a Deputy County Executive  
of the County of Nassau, the municipal corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County  
Government Law of Nassau County.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01F00250026  
Qualified in Nassau County  
Commission Expires April 02, 2016

**Exhibit A**

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

	<u><b>Period of Service</b></u>	<u><b>Cost of Service</b></u>
If the COUNTY elects to renew the Agreement:	April 1, 2014 through March 31, 2015	\$89,810.56
	April 1, 2015 through March 31, 2016	\$94,301.08

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

6-8544

RULES RESOLUTION NO. 96-2014

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 4-7-19  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with 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  
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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

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

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

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

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

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

**III. ☒ 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.
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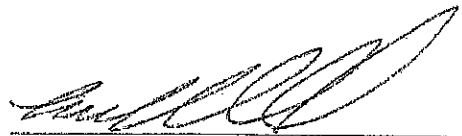
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\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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

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

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,

A handwritten signature in cursive script that reads "Peter Inglis".

President,  
Quest Computer Products, Inc.



Contract ID#: CNTEGST37111Department: Information Technology**E-85-14****Contract Details**NIFS ID #: CLIT14000002NIFS Entry Date: 03/11/2014SERVICE: Software Maintenance (1 yr renewal)Term: from 7/4/1996 to 03/31/2015

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #11 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

**Agency Information**

Vendor	
Name Quest Computer Products	Vendor ID# 361853189-01
Address 807 Westbourne Grove Court Cottfax, North Carolina 27235	Contact Person Peter Inglis
	Phone (919) 644-6593

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

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>		<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	3/12/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/13/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/18/14	<i>[Signature]</i>	
3/18/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/18/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	3/20/14	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	3/20/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	3/21/14	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/21/14	<i>[Signature]</i>	



## Contract Summary

<b>Description:</b> One year maintenance renewal 04/01/14-03/31/15.
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
<b>Method of Procurement:</b> See attached executive order and department head justification.
<b>Procurement History:</b> See attached executive order and department head justification.
<b>Description of General Provisions:</b> This agreement and the related services originally became effective on April 1, 1996 and are now being extended further until March 31, 2015. 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.
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/2014 – 03/31/2015 = \$89,810.56
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	SA5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$89,810.56
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$89,810.56</b>

LINE	INDEX/OBJECT CODE	AMOUNT
16	ITGEN1400/DESA5	\$89,810.56
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$89,810.56</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

<b>NIFS Certification</b>		<b>Comptroller Certification</b>		<b>County Executive Approval</b>	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: _____	
Name: <u>AA</u>		Name: <u>James J. Schriber</u>		Date: <u>3/21/14</u>	
Date: <u>4/21/14</u>		Date: <u>4/21/14</u>		(For Office Use Only) E #:	

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 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

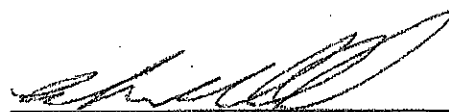
**Date:** March 11, 2014

**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. Term Extension. 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. 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.

[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: 

Name: Peter C. Ingalls

Title: President

Date: 2/25/14

NASSAU COUNTY

By: 

Name: Richard E. Walker

Title: Deputy County Executive

Date: 5/9/14

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

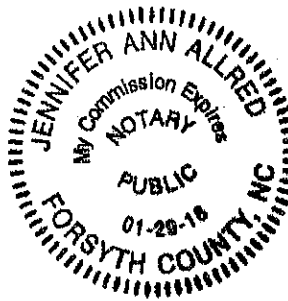
) ss.

COUNTY OF FORSYTH )

On the 25 day of February in the year 2014 before me personally came  
Peter Inglis 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 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.

*Jennifer Ann Allred*

NOTARY PUBLIC



STATE OF NEW YORK)

) ss.

COUNTY OF NASSAU )

On the 9 day of May in the year 2014 before me personally came  
Richard A. Walker to me personally known, who, being by me duly sworn, did depose and say  
that he or she resides in the County of Nassau; that he or she is a Deputy County Executive  
of the County of Nassau, the municipal corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County  
Government Law of Nassau County.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 0162250028  
Qualified in Nassau County  
Commission Expires April 02, 2016

**Exhibit A**

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

	<u>Period of Service</u>	<u>Cost of Service</u>
If the COUNTY elects to renew the Agreement:	April 1, 2014 through March 31, 2015	\$89,810.56
	April 1, 2015 through March 31, 2016	\$94,301.08

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

6-8544

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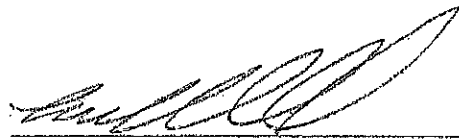
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\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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Department Contact Mary Mahoney ****Please return the final, approved contract to Peggy Brown
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Phone (516) 571-3159

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered			
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	3/20/15		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/24/15	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	3/24/15		
4/6/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/6/15		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	4/14/15		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/6/15		
4/17/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/17/15		



## Contract Summary

<b>Description:</b> One year maintenance renewal 04/01/15-03/31/16.
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
<b>Method of Procurement:</b> See attached executive order and department head justification.
<b>Procurement History:</b> See attached executive order and department head justification.
<b>Description of General Provisions:</b> This agreement and the related services originally became effective on April 1, 1996 and are now being extended further until March 31, 2016. 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.
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/2015 - 03/31/2016 = \$94,301.08
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$94,301.08
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$94,301.08</b>

LINE	INDEX/OBJECT CODE	AMOUNT
17	ITGEN1400/DE5A5	\$94,301.08
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$94,301.08</b>

Document Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

NYS Certification		Controller Certification		County Executive Approval	
I certify that this document was accepted into NYS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <i>[Signature]</i>	
Name	<i>[Signature]</i>	Name	<i>[Signature]</i>	Date	<i>4/17/15</i>
Date	<i>5/26/15</i>	Date	<i>5/28/15</i>	(For Office Use Only)	
				E #:	



# 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(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).

PRODUCER Colonial Insurance Agency Hillsborough 103 Millstone Dr. Suite A PO Box 490 HILLSBOROUGH NC 27278	CONTACT NAME: William LaNier PHONE (A/C No. Ext): (919) 732-2191 FAX (A/C No.): (919) 732-2192 E-MAIL ADDRESS: scott@colonial-agency.com
INSURED Quest Computer Products Inc. 807 Westbourne Grove Court Colfax NC 27235	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES: CERTIFICATE NUMBER: 15/16 Master COI All LOB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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.

INSR LTR	TYPE OF INSURANCE	ADOL (S) SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		680-1468M227-15-42	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is additional insured with respect to General Liability per written contract.

## CERTIFICATE HOLDER

COUNTY OF NASSAU  
STATE OF NEW YORK  
1 WEST STREET  
MINEOLA, NY 11501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J GARDNER, JR./SCOTTI



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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.

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) 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. Term. 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. Payment. 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.

By: Peter L. Ingalls  
Name: Peter L. Ingalls  
Title: President  
Date: 3/3/15

NASSAU COUNTY

By: Charles Ribando  
Name: Charles Ribando  
Title: Deputy County Executive  
Date: 6/4/11

PLEASE EXECUTE IN BLUE INK

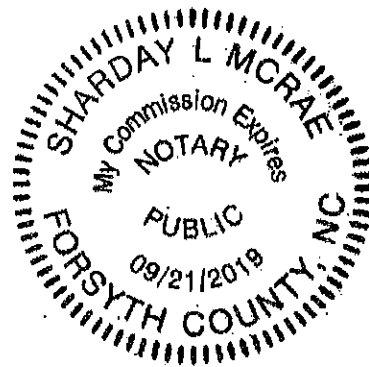
STATE OF NORTH CAROLINA)

) ss.

COUNTY OF FORSYTH )

On the 3<sup>rd</sup> day of March in the year 2015 before me personally came Peter Larson Inglis 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 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: Sharday L. McRae



STATE OF NEW YORK)

) ss.

COUNTY OF NASSAU )

On the 4 day of June in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE0259026  
Qualified in Nassau County  
Commission Expires April 02, 2016

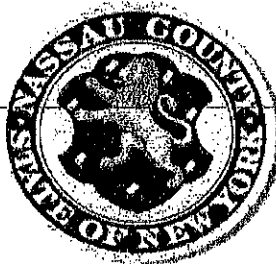
**Exhibit A**

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

<u>Period of Service</u>	<u>Cost of Service</u>
April 1, 2015 through March 31, 2016	\$94,301.08

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

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

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

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

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

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

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

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

The contract was originally executed by Nassau County on 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.



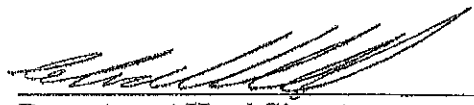
**VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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

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

*Compt. form Pers./Prof. Services Contracts; Rev. 02/04*

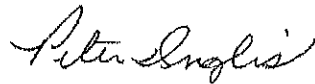
Quest Computer Products, Inc.  
807 Westbourne Grove Ct.  
Colfax, NC 27235

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,

A handwritten signature in cursive script that reads "Peter Inglis".

President,  
Quest Computer Products, Inc.



## Contract Summary

<b>Description:</b> One year maintenance renewal 04/01/15-03/31/16.
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
<b>Method of Procurement:</b> See attached executive order and department head justification.
<b>Procurement History:</b> See attached executive order and department head justification.
<b>Description of General Provisions:</b> This agreement and the related services originally became effective on April 1, 1996 and are now being extended further until March 31, 2016. 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.
<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/2015 - 03/31/2016 = \$94,301.08
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$94,301.08
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$94,301.08</b>

LINE	INDEX/OBJECT CODE	AMOUNT
17	ITGEN1400/DE5A5	\$94,301.08
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$94,301.08</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

<b>NIFS Certification</b>		<b>Comptroller Certification</b>		<b>County Executive Approval</b>	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <i>[Signature]</i>	
Name <i>[Signature]</i>		Name <i>[Signature]</i>		Date <i>4/17/15</i>	
Date <i>5/20/15</i>		Date <i>5/20/15</i>		(For Office Use Only)	
				<b>E #:</b>	

Contract ID#: CNTEGST37111



Department: Information Technology

**E-71-16**

## Contract Details

NIPS ID #: CLIT16000002

NIPS Entry Date: 2/10/2016

SERVICE Software Maintenance (1 Year renewal)

Term: from 04/01/2016 to 3/31/2017

Now <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment#13 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

## Agency Information

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

County Department	
Department Contact Mary Mahoney	****Please return final approved Contract to Vandana Manucha
Address 240 old Country Road Mineola, NY 11501	
Phone (516)571-3159	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Filed	SIGNATURE	Let. Approval Required
	Department	NIPS Entry (Dept) NIPS Appvl (Dept. Head) Contractor Registered	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
	OMB	Contractor Registered NIPS Approval	<input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>		
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fwd'd Original Contract to CA	<input type="checkbox"/>		
4/12/16	County Attorney	NIPS Approval	<input checked="" type="checkbox"/>		
	Comptroller	NIPS Approval	<input checked="" type="checkbox"/>		
8/20/16	County Executive	Notarisation Filed with Clerk of the Leg.	<input type="checkbox"/>		

PRCF1205 (3/06)

11/11/16  
ALBANY COUNTY  
CLERK OF THE LEGISLATURE

Contract ID#: CNTEGST37111Department: Information Technology

## Contract Summary

<b>Description:</b> One year maintenance renewal 04/01/16-03/31/2017
<b>Purpose:</b> Critical maintenance services for the software product CompuCourt which is used at the Traffic & Parking Violations Agency.
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<b>Impact on Funding / Price Analysis:</b> Annual Software Maintenance: 04/01/2016 - 3/31/2017 = \$98,073.00
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

### Advisement Information

BUDGET CODES	
Fund:	ITGEN
Control:	1400
Resp:	DE
Object:	5A5
Transaction	

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$98,073.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$98,073.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
18	ITGEN1400/DE5A5	\$98,073.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$98,073.00</b>

RENEWAL	
% Increase	
% Decrease	

Document  
Prepared By: \_\_\_\_\_Date:  
\_\_\_\_\_  
(e: \_\_\_\_\_)

<b>NIFS Certification</b>		<b>Comptroller Certification</b>		<b>County Executive Approval</b>	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <u>[Signature]</u>	
Name: <u>Michael Cohen</u>		Name: <u>[Signature]</u>		Date: <u>3/20/16</u>	
Date: <u>4/28/2016</u>		Date: <u>4/28/16</u>		E #: _____ (For Office Use Only)	

PRCF1205 (3/06)

RULES RESOLUTION NO. 76-2016

E-71-16

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.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 4-11-16  
VOTING  
ayes 4 noyes 0 abstained 3 recused 0  
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 (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, 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 the County's sole discretion.
2. Payment. The fees under this Amendment 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 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: Peter L. Ingulis  
Name: Peter L. Ingulis  
Title: President  
Date: 1/29/16

NASSAU COUNTY

By: Charles Richard  
Name: Charles Richard  
Title: Deputy County Executive  
Date: 5/8/16

PLEASE EXECUTE IN BLUE INK



STATE OF NORTH CAROLINA

~~1st~~ Forsyth  
~~Guilford~~

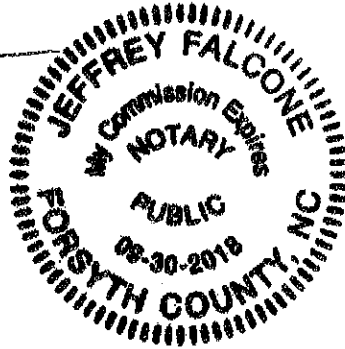
) ss.:

COUNTY OF FORSYTH)

~~1st~~ 29

On the ~~29~~ day of JANUARY in the year 2016 before me personally came  
PETER LARSON INGUS 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 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



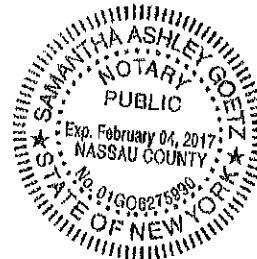
STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 19 day of MAY in the year 2016 before me personally came  
Charles Ribando to me personally known, who, being by me duly sworn, did depose and say  
that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of  
the County of Nassau, the municipal corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County  
Government Law of Nassau County.

NOTARY PUBLIC



## 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

#### Cost of Service

\$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**

INVOICE NO: 162  
DATE: Jan 2, 201

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

P.O. NUMBER	DATE DELIVERED	TERMS	
	April 1, 2016	Payable on Receipt	
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Renewal of CompuCourt Software Support Agreement For period 04-01-2016 to 03-31-2017		\$98,073.00
		SUBTOTAL	\$ 98,073.00
		SALES TAX	
		TOTAL DUE	\$ 98,073.00

THANK YOU FOR YOUR BUSINESS!