



E-149-17

Contract Details

SERVICE: Broker of Record - Insurance

NIFS ID #: CLBU17000003

NIFS Entry Date: 06/05/2017

Term: from 11/1/17 to 10/31/18

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

Agency Information

Vendor	
Name Arthur Gallagher d/b/a The Treiber Group	Vendor ID# 060989714
Address 377 Oak Street Garden City, New York 11530	Contact Person John Dina Phone 516-622-2530 Cell # 516-403-3013

County Department
Department Contact Roseann D'Alleva
Address 1 West Street Room 5 th Fl. Mineola, New York 11501
Phone 516-571-0525

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	6/5/17	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	6/5/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6/8/17	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	6/8/17	<i>[Signature]</i>	
6/11/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/11/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
6/15/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	6/15/17	<i>[Signature]</i>	

NOT JUL 16 P 1:00
CLERK OF THE LEGAL COUNCIL
NASSAU COUNTY



Contract Summary

Description: Broker of Record – Insurance – One Year Extension
Purpose: The purpose of this contract is to extend the term of the contract to one additional year, through 10/31/2018.
Method of Procurement: Competitive bid.
Procurement History An RFP (# BU0821-1232) was posted, 5 companies expressed interest and 3 submitted proposals. Highest scored vendor was selected. The vendor is providing these services for over 5 years.
Description of General Provisions: Place insurance coverage at the direction of Nassau County and provide consultation and advice on insurance related issues as requested.
Impact on Funding / Price Analysis: Multi-year contract – Broker is compensated via a fixed 7% commission on the policy cost.
Change in Contract from Prior Procurement: No Change.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	93993
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

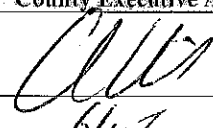
LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1500 93993	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

**Document
Prepared By:**

Irfan Qureshi

06/05/2017

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 6/15/17
Date	Date	E #: (For Office Use Only)



Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. Vendor:

Arthur Gallagher d/b/a Thereiber

2. Dollar amount requiring NIFA approval: \$ 101

Amount to be encumbered: \$ 101

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 10/1/17-10/31/18

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

If yes, please explain:

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % ☐
☐ Other State % ☐
County % 100

Is the cash available for the full amount of the contract? ☒ Yes ☐ No
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No

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

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

INSURANCE BROKER

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

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

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

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

3/15/17 - CABU17000004 - \$ 346,868
4/12/16 - CABU16000005 - \$ 346,868

AUTHORIZATION

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

Signature Roseann Daller Title _____ Date 6/2/17

Print Name _____

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature _____ Title _____ Date _____

Print Name _____

NIFA

Amount being approved by NIFA: _____

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

Signature _____ Title _____ Date _____

Print Name _____

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items 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 AND ARTHUR
J. GALLAGHER RISK MANAGEMENT SERVICES, INC. D/B/A THE
TREIBER GROUP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Arthur J. Gallagher Risk Management Services, Inc. d/b/a The Treiber Group to provide certain services related to insurance coverage, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the amendment to an agreement with Arthur J. Gallagher Risk Management Services, Inc. d/b/a The Treiber Group

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: Arthur Gallaher d/b/a The Treiber Group

CONTRACTOR ADDRESS: 377 Oak Street, Garden City, NY 11530

FEDERAL TAX ID #: 060989714

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 (BU0821-1232) was issued on September 3, 2012. Potential proposers were made aware of the availability of the RFP by newspaper advertisement. Six (6) proposals requested copies of the RFP. Proposals were due on September 7, 2012. Three (3) proposals were received and evaluated. The evaluation committee consisted of: Roseann D'Alleva, Robert Birbiglia, Andy Amato and Steve Conkling. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

E. The contractor is selected by the County through legislation as way to comply with Section 722 of the County law.

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.

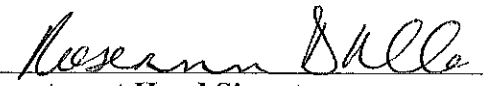
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

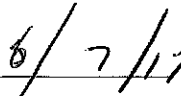
VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at 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.

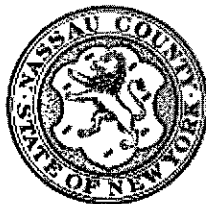
X. ☒ Vendor will not require any sub-contractors.

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


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.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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

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

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

Vendor: Arthur J. Gallagher Risk Management Services, Inc.

Dated: 06/01/2017

Signed: Richard Famigletti

Print Name: Richard Famigletti

Title: Area President

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 Richard Famigletti
Date of birth 4 / 14 / 1960
Home address 45 Burtis Street
City/state/zip Lynbrook, NY 11563
Business address One Jericho Plaza, Suite 200
City/state/zip Jericho, NY 11753
Telephone 516 622 2475
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ ____/____/____
(Other) ☒ Area President 8/1/014 to Present
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? 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 X
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 X 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 X 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 X 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 X 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 X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 X 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 X 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 X 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 X 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, Richard Famigletti, 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 1st day of June 2017



Notary Public

MARY ANN MENDEZ
Notary Public, State of New York
No. 01ME5072456
Qualified in Queens County *Nassau*
Certificate Filed in New York County
Commission Expires Feb. 3, 2019

Arthur J. Gallagher Risk Management Services, Inc.

Name of submitting business

Richard Famigletti

Print name

Richard Famigletti

Signature

Area President

Title

06 / 01 / 2017

Date

Business History Form

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

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

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

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

Date: 3/31/17

1) Proposer's Legal Name: Arthur J. Gallagher Risk Management Services, Inc.

2) Address of Place of Business: One Jericho Plaza, Suite 200, Jericho, NY 11753

List all other business addresses used within last five years:

377 Oak Street, 5th Floor, Garden City, NY 11530

3) Mailing Address (if different): _____

Phone : 516 745 0800

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 07 442 4540

5) Federal I.D. Number: 36 210 2482

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

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

Yes No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: Refer to AJG.com

- Rev. 3-2016

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 X 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 X 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 X; 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 X 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 conflicts exist.

(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 conflicts exist.

(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 conflicts exist.

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.

We will contact Nassau County should we become aware of any potential conflict.

See attached.

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

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

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

Attached

- 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 See attached

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company See attached

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company See attached

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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, Richard Famigletti, 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 1st day of June

2017




Notary Public

MARY ANN MENDEZ
Notary Public, State of New York
No. 01ME6072456
Qualified in ~~Queens~~ Nassau County
Certificate Filed in New York County
Commission Expires Feb. 3, 2019

Name of submitting business: Arthur J. Gallagher Risk Management Services, Inc.

By: Richard Famigletti

Print name



Signature

Area President

Title

06 / 01 / 2017
Date

INSURANCE BROKERAGE SERVICES

CONTRACT No. CQBU13000006

EXTENDED 1 YEAR – OCTOBER 31, 2018

**ARTHUR J. GALLAGHER
RISK MANAGEMENT SERVICES, INC.
1 JERICO PLAZA, SUITE 200
JERICO, NEW YORK 11753**

BUSINESS HISTORY FORM

A. i) Date of formation:

Arthur J. Gallagher & Co. was founded in 1927.

A. ii) Name, address, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Refer to 10K – AJG.com

A. iii) Name, address, and position of all officers and directors of the company:

See attached

A. iv) State of Incorporation

Arthur J. Gallagher & Company is a publicly traded corporation trading under the symbol AJG on the New York Stock Exchange and incorporated in the State of Illinois.

A. v) Total number of employees in the firm:

As of September 30, 2016, Gallagher had 24,689 employees from continuing operations worldwide.

A. vi) Annual revenue of firm:

Our most current financials are available on our website. The link to our 2016 Financial Report is: <http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9NjY0MDUwfENoaWxkSUQ9MzcxNzQyFFR5cGU9MQ==&t=1>

A. vii) Summary of relevant accomplishments:

Gallagher has been serving as Nassau County's insurance brokerage and risk management partner since 2009 and as such is intimately aware of the complexities involved with performing the services described herein. We believe that our service deliverables over the aforementioned period have yielded a high quality product with the appropriate blend of risk vs. reward.



A. viii) Copies of all state and local license and permits.

Page 1 of 2

STATE OF NEW YORK DEPARTMENT OF
FINANCIAL SERVICES

ARTHUR J GALLAGHER RISK MANAGEMENT
SERVICES INC

ARTHUR J GALLAGHER RISK MANAGEMENT SERV
ONE JERICHO PLAZA
SUITE 200
JERICHO, NY 11753

LICENSE NUMBER: BR-724491

PRODUCER IS LICENSED AS AN INSURANCE BROKER FOR:

Property Casualty

BY AND THROUGH THE SUBLICENSEES LISTED BELOW

EFFECTIVE DATE: November 01, 2016
EXPIRATION DATE: October 31, 2018
UNLESS SOONER CANCELLED, SUSPENDED OR REVOKED



In Witness Whereof,
I have caused my official seal to
be affixed at the city of Albany

Maria T. Vukob
Superintendent

LINE KEY
1 = Property
3 = Personal Lines
SUBLICENSEE(S)

2 = Casualty
5 = Baggage

"SUBLICENSEES ARE CONTINUED ON THE NEXT PAGE"



Page 2 of 2

STATE OF NEW YORK DEPARTMENT OF
FINANCIAL SERVICES

LICENSE NUMBER: BR-724491
EXPIRATION DATE: October 31, 2018

ARTHUR J GALLAGHER RISK MANAGEMENT
SERVICES INC

ARTHUR J GALLAGHER RISK MANAGEMENT SERV
ONE JERICHO PLAZA
SUITE 200
JERICHO, NY 11753

SUBLICENSEE(S) CONTINUED

LA MANTIA, CYNTHIA L

1 2



Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS®

B. Indicate number of years in business:

Arthur J. Gallagher & Co. has been in business for 90 years.

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

Gallagher has been delivering high quality insurance brokerage services to Nassau County since 2009 and has not experienced, nor do we anticipate experiencing any difficulties as respects to providing ongoing 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.

The following is a representative list of our public entity clients that are receiving risk management services from Arthur J. Gallagher & Co. with insurance that would be similar to those services that we would be providing for Nassau County:

TOWN OF BABYLON

Ms. Victoria Marotta, Controller

(631) 957-3043	200 East Sunrise Highway Lindenhurst, NY 11757 Email: vmarotta@townofbabylon.com
Type of Coverage	All lines, large SIR, property and casualty insurance program
Client Since:	2008

TOWN OF BROOKHAVEN

Mr. Felix Weindaw

(631) 451-6504	1 Independence Hill Farmingville, NY 11738
Type of Coverage	All lines, large SIR (including WC) and property
Client Since:	2006

TOWN OF RIVERHEAD

Ms. Jean Miloski

(631) 727-3200, ext. 235	1295 Pulaski Street Riverhead, NY 11901
Type of Coverage	All lines, large SIR (including WC), property and casualty insurance program
Client Since:	1993

INC. VILLAGE OF GARDEN CITY

Ms. Irene Woo, Village Treasurer

(516) 465-4055	351 Stewart Avenue Garden City, NY 11530 Email: iwoo@gardencityny.net
Type of Coverage:	All lines, large SIR, property and casualty insurance program
Client Since:	2011

INC. VILLAGE OF HEMPSTEAD

Mr. Ray Calame, Accounting Department

(516) 489-3400	99 Nichols Court Hempstead, NY 11550 Email: rcalame@villageofhempsteadny.gov
Type of Coverage:	All lines, large SIR, property and casualty insurance program
Client Since:	1997

Directors and Corporate Officers of
Arthur J. Gallagher Risk Management Services, Inc.
an Illinois corporation
with its principal place of business located at
2850 Golf Road, Rolling Meadows, IL 60008

DIRECTORS:

James S. Gault
Steven C. Wennerstrum

Director
Director

OFFICERS:

James S. Gault
Walter P. Bryce
M. Keith Barton
Jerome S. Hanner
Joel C. Kornreich
David L. Marcus
Paul F. Wasikowski
Steven C. Wennerstrum
Lisa A. Coyne
Jack H. Lazzaro
Richard C. Cary
April Hanes-Dowd
Rex W. Martin

President
Vice President – Business Development
Vice President – Chief Financial Officer
Vice President
Vice President
Vice President
Vice President - Tax
Vice President and Chief Operating Officer
Assistant Vice President - Tax
Treasurer
Controller
Secretary
Assistant Secretary

COUNTY OF NASSAU

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

1. Name of the Entity: Arthur J. Gallagher Risk Management Services, Inc.

Address: One Jericho Plaza, Suite 200

City, State and Zip Code: Jericho, NY 11753

2. Entity's Vendor Identification Number: 36-2102482

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

☐ Ltd. Liability Co ☐ Closely Held 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):

See attached.

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.

Refer to 10K - AJG.com

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.

Refer to 10K - AJG.com

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

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

None

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

None

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

None

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

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

Dated: _____ Signed: Richard Famigletti
Print Name: Richard Famigletti
Title: Area 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.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), and (ii) The Treiber Group, a division of Arthur J. Gallagher Risk Management Services, Inc., having an office located at 377 Oak Street, Garden City, New York 11530 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQBU13000006 between the County and Contractor, executed on behalf of the County on February 14, 2013 (the "Original Agreement"), Contractor provides insurance brokerage services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 1, 2012 until October 31, 2017, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the County desires to extend the Original Term.

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

1. Term. The Original Agreement shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be October 31, 2018.

2. 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 Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

THE TREIBER GROUP, A DIVISION OF ARTHUR J.
GALLAGHER RISK MANAGEMENT SERVICES,
INC.

By: Richard Famigletti
Name: Richard Famigletti
Title: Area President
Date: June 01, 2017

NASSAU COUNTY

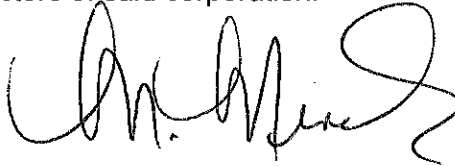
By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 1st day of June in the year 2017 before me personally came Richard Farnigletti to me personally known, who, being by me duly sworn, did depose and say that he or ~~she~~ resides in the County of Nassau; that he or ~~she~~ is the Area President of Arthur J Callaghan Risk Mgmt Sv. 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
MANY ANN MENDEZ
Notary Public, State of New York
No. 01M35078458
Qualified in ~~Queens~~ County Nassau
Certificate Filed in New York County
Commission Expires Feb. 3, 2019



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

On the ____ day of _____ in the year 20__ 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

Contract ID#: CORU 13000006

Department: OMB/Risk Management

E-57-13

SERVICE: Broker of Record - Insurance

Contract DetailsNIFS ID #: CORU 13000006 NIFS Entry Date: 2/26/2013 Term: 11/1/2012 - 10/31/2017

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

Agency Information

Vendor	
Name Arthur Gallagher d/b/a The Troiber Group	Vendor ID# 060989714
Address 377 Oak Street Garden City, New York 11530	Contact Person John Dina Phone 516-622-2530 Cell # 516-403-3013

County Department
Department Contact Rosann D'Alleva
Address 1 West Street Room 5 th Fl. Mineola, New York 11501
Phone 516-571-0525

Routing Slip

DATE	DEPARTMENT	Internal Verification	DATE	SIGNATURE	File Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> 2/26/13	<i>[Signature]</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 2/26/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3/5/13	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 3/5/13	<i>[Signature]</i>	
3/8/13	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 3/8/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3/14/13	LEG	Legislative Affairs	<input type="checkbox"/> 3/14/13	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 4/15/13	<i>[Signature]</i>	
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 5/14/13	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 3/18/13	<i>[Signature]</i>	

Contract ID#: _____



Department: OMB/Risk Management

Contract Summary

Description:
Broker of Record - Insurance
Purpose:
Seek quotations and place insurance coverage at the direction of Nassau County. Provide consultation and advice on insurance related issues as requested by the County.
Method of Procurement:
Competitive bid.
Procurement History:
An RFP (# BU0821-1232) was posted, 5 companies expressed interest and 3 submitted proposals. Highest scored vendor was selected.
Description of General Provisions:
Place insurance coverage at the direction of Nassau County and provide consultation and advice on insurance related issues as requested.
Impact on Funding / Price Analysis:
5 year contract - Broker is compensated via a fixed 7% commission of the policy costs.
Change in Contract from Prior Procurement:
N/A
Recommendation:
Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	93
Transaction:	993

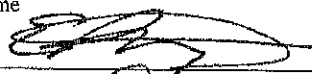
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1500/93993	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
TOTAL		\$.01

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 <i>Michael S Cohen</i>	Name <i>Steven J. Salviolo</i>	Date <i>3/18/13</i>
Date <i>5/14/2013</i>	Date <i>5/14/13</i>	E #:

E-57-13

RULES RESOLUTION NO. 137 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU AND ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC. D/B/A THE TREIBER GROUP.

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 a personal services agreement with Arthur J. Gallagher Risk Management Services, Inc. d/b/a The Treiber Group ("Treiber") to provide certain services related to insurance coverage, 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 said agreement with Treiber.

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU AND ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC. D/B/A THE TREIBER GROUP.

WHEREAS, the County has negotiated a personal services agreement
with Arthur J. Gallagher Risk Management Services, Inc. d/b/a The Treiber
Group ("Treiber") to provide certain services related to insurance coverage,
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 said agreement with
Treiber.

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: Arthur J. Gallagher d/b/a The Treiber Group

CONTRACTOR ADDRESS: 377 Oak Street, Garden City, NY 11530

FEDERAL TAX ID #: 06-0989714

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 (BU0821-1232) was issued on September 3, 2012. Potential proposers were made aware of the availability of the RFP by newspaper advertisement. Six (6) proposers requested copies of the RFP. Proposals were due on September 17, 2012. Three (3) proposals were received and evaluated. The evaluation committee consisted of Roseann D'Allewa, Robert Birbiglia, Andy Amato and Steve Conklin. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. The Legal Aid Society is a sole provider in Nassau County of mandated legal services to indigents by staff employees. The County also contracts with 18-b panel to handle over-flow and conflict cases. Please see routing slip.
- ☐ B. Pursuant to the Successor Agreement, NHCC was selected as a preferred provider of the services listed in this agreement.
- ☐ 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

2/25/13
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

Leimone, Christopher

From: Gregware, Daniel
Sent: Wednesday, May 08, 2013 5:34 PM
To: Munzing, Steven; D'Alleva, Roseann; Leimone, Christopher
Cc: Amato, Andrew S
Subject: Treiber Group contract
Attachments: The Treiber Group, a div. of Arthur J. Gallagher Rsk Mngmnt Svcs, Inc. (Brkr of Rcrd) - 4.docx

Steve and Roseann,

The Comptroller's has requested the following clarifications/changes to the Treiber Group contract:

1. A new section 3(e) (relating to submission of a voucher) has been incorporated into the attached contract. Please have the vendor and Tim Sullivan initial next to the added section to signify their acceptance. Scanned copies of the initialed section is acceptable. Upon acceptance, please scan and send the initialed page to Chris so that he can swap in the corrected page.
2. Clarification relating to payment: The contract as drafted lists the Contractor, The Treiber Group (Arthur Gallagher), as the County's Broker of Record. As the Broker of Record, the Contractor negotiates and purchases various insurance policies on behalf of the County. It is understood by the parties pursuant to the contract that the premiums for the insurance policies are payable by the County to the Contractor as they come due.

This should satisfy the outstanding issues related to this contract, but if you have any further questions, please let me know. Thank you.

Daniel J. Gregware
Deputy County Attorney
Nassau County Attorney's Office
Municipal Transactions Bureau
One West St,
Mineola, NY 11501
Phone # 516-571-1675
Fax 516-571-6604
DGregware@nassaucountyny.gov

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Request for Proposals for Insurance Broker of Record
RFP No. BU 0821-1232

Evaluation Comment Sheet

Firm: TREIBER / GALLAGHER Evaluator: A. Amato

Area	Comments
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; demonstration of a clear understanding of the requirements portion of the RFP; clear description of the scope of work needed to satisfy the defined RFP requirements; acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support; description of recommendations and alternative approaches that the County might use to improve its management process including rationale for the recommendations or alternative approaches.	
Cost of Overall Project Total cost to the County.	
Related Experience Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.	
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	

Additional Comments: I RATE THEM #1.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), and (ii) The Treiber Group, a division of Arthur J. Gallagher Risk Management Services, Inc., having an office located at 377 Oak Street, Garden City, New York 11530 (the "Contractor").

WITNESSETH:

WHEREAS, the County through its Office of Risk Management ("Department") issued a Request for Proposals for insurance brokerage services; and

WHEREAS, the Contractor was selected to provide the County insurance brokerage services

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

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

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

1. Term. This Agreement shall commence on November 1, 2012 and terminate on October 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The Contractor shall serve as Broker of Record for the County and provide the following services ("Services") as more fully described in the Request for Proposal, County RFP No. BU0821-1232, which is incorporated herein by reference and on file with the Department.
 - (a) The Contractor shall assist the County in identifying property and casualty risks and provide recommendations to reduce, assume or transfer those risks of loss.
 - (b) The Contractor shall negotiate and renew policies for insurance coverage that the County is mandated to carry, which shall include, without limitation, three Public Employee Blanket Bond policies for the Cities of Long Beach and Glen Cove and Nassau, a Public Official Bond for the Public Administrator, an Aviation policy, an Environmental policy for Bethpage Navy property and a General Liability and Umbrella policy for 106 Charles Lindbergh Blvd;
 - (c) The Contractor shall negotiate and purchase additional coverage from time to time based upon periodic reviews of the County's needs and circumstances;
 - (d) The Contractor shall assist the County in the preparation of its annual insurance budget.
3. Payment.
 - (a) Amount of Consideration. The Contractor shall be paid a commission equal to seven percent (7%) of the premium on any insurance policy renewed or purchased on behalf of the County. Such commission shall be paid solely by the insurance carrier.
 - (b) Market Service Agreements. The Contractor guarantees that it has not and will not enter into any market service agreements or enhanced commission arrangements regarding any insurance renewed or purchased for the County.
 - (c) Accounting. The Contractor shall provide a quarterly accounting of all commissions earned from the insurance policies renewed or purchased for the County.
 - (d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, the Contractor, following the termination of this Agreement, shall not be entitled to any fee or commission provided that the insurance placement was (i) made prior to termination, (ii) authorized by this Agreement to be made, and (iii) not made after the Contractor received notice that the County did not desire to receive such services.
- (c) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in

TRD

575

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

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, 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) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate.

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

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

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

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined

limit liability of not less than three million dollars (\$3,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate; (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

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

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Treiber Group, A Division of Arthur J.
ARTHUR J. GALLAGHER & CO. OF N.Y. INC. Gallagher
Risk Management
Services, Inc.
By: [Signature]
Name: Don Hart
Title: Area President
Date: 2/6/13

NASSAU COUNTY

By: [Signature]
Name: [Signature]
Title: County Executive
☐ Deputy County Executive
Date: 2/14/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8th day of February in the year 2013 before me personally came Lou Poca 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 the Area President of The Timber Group, ADD Arthur J. Gallagher, 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

TERESA J. ZIEGLER

Notary Public - State of New York

No. 01Z16103026

Qualified in Nassau County

My Commission Ends December 11

TERESA J ZIEGLER

Notary Public in and for the State of New York

No. 107926

Qualified in 145 out of 150 county

My Commission Ends December 15

2015

STATE OF NEW YORK)

ISS:

COUNTY OF NASSAU)

On the 14th day of FEBRUARY in the year 2013, before me personally came Timothy P. Sullivan 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

JOSEPH DEVITO

JOSEPH DEVITO
Notary Public, State of New York
No. 4736220

No. 4736393

Qualified in Westchester County
Commission Expires July 31, 2012

Commission Expires July 31, 20 13

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 the Contractor is:

Lou Roca (Name)
10 The Treiber Group ADD Arthur J Gallagher (Address)
(516) 745-0800 (Telephone Number)

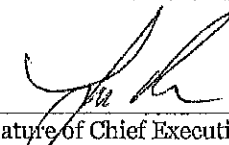
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a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

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

2/8/13
Date


Signature of Chief Executive Officer

Don Loon
Name of Chief Executive Officer

Sworn to before me this

8th day of February, 2013
Teresa J. Ziegler
Notary Public

TERESA J. ZIEGLER
Notary Public - State of New York
No. 01Z16103026
Qualified in Nassau County
My Commission Ends December 15, 2015

CLIENT OPT-OUT ELECTION
Supplemental or Contingent

Dated : January 17, 2013

The undersigned client of the undersigned retail brokerage subsidiary of Arthur J. Gallagher & Co. ("Gallagher") requests that the insurance policy(ies) issued by the insurance company(ies) indicated below, insuring the risks listed below in the column titled "INSURANCE COVERAGE" for each such insurance company, be **EXCLUDED** from the following forms of additional compensation that may be payable to Gallagher (SELECT A or B, or Both):

A. X Supplemental commissions

B. X Contingent commissions

INSURANCE COMPANY	INSURANCE COVERAGE
The Standard Life Ins. Co. of NY	Disability (GBS)
National Union Fire Ins. Co. of Pitts. PA	Aviation
The Hanover Ins. Co.	Package & Umbrella
Philadelphia Indemnity Ins. Co.	General Liability & Umbrella
United States Fire Ins. Co.	Accident (Flood)
Travelers Casualty & Surety Co. of Amer.	Surety Bond - City Long Beach
Travelers Casualty & Surety Co. of Amer.	Surety Bond - City Glen Cove
Travelers Casualty & Surety Co. of Amer.	Surety Bond - Nassau Community College
Executive Risk Indemnity, Inc.	Directors' & Officers' - NCTSC (ARC)
The Hanover Ins. Co.	Surety Bond - Shila Shah-Gavnooudias

Nassau County

By: Roseann D'Alleva

Roseann D'Alleva
Acting Budget Director
County of Nassau
Office of Management and Budget
One West Street
Mineola, New York 11501-4248

Submitted by: John R. Dina / Gallagher Garden City

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

Incorporated: Illinois
Date: 12/10/47
Ownership: 100% Arthur J. Gallagher Brokerage & Risk Management Services, LLC
Federal ID #: 36-2102482
DUNS #: 07-442-4540

CAPITAL STOCK:

Common

Price/Par Value: \$10.00

Authorized: 650

Outstanding: 370

DIRECTORS:

James S. Gault
David E. McGurn, Jr.

Director
Director

OFFICERS:

Thomas J. Gallagher
F. Michael Henthorn
James G. McFarlane
Douglas B. Brown
Mitchell L. Brashier
Walter P. Bryce
M. Keith Barton
Carl E. Fasig
Jerome S. Hanner
Joel C. Kornreich
David L. Marcus
Paul F. Wasikowski
Steven C. Wennerstrum
Lisa A. Coyne
Theresa A. Snow
Michael J. Fisch
Steven R. Smith
James D. Pagliai
Jeffery Larson
Dwayne McCallum
Jack H. Lazzaro
Richard C. Cary
April Hanes-Dowd
Rex W. Martin

President / Midwest Regional Manager
Vice President / South Central Regional Manager
Vice President / West Coast Regional Manager
Vice President / Northeast Regional Manager
Vice President / South East Regional Manager
Vice President – Business Development
Vice President – Chief Financial Officer
Vice President
Vice President
Vice President
Vice President
Vice President - Tax
Vice President and Chief Operating Officer
Assistant Vice President - Tax
Assistant Vice President
Regional Chief Financial Officer (Midwest)
Regional Chief Financial Officer (South Central)
Regional Chief Financial Officer (West Coast)
Regional Chief Financial Officer (South East)
Regional Chief Financial Officer (North East)
Treasurer
Controller
Secretary
Assistant Secretary

Primary Address:

Two Pierce Place
Itasca, Illinois 60143

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

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Michael R. Pesch

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Area President

Professional Liability Division

Phillip N. Norton
Marcia L. Hahn
Louis J. Roi

Vice Chairman
Vice President
Vice President

Public & Non-Profit Division

Cynthia L. LaMantia

Area President

Higher Education

John P. McLaughlin
Teresa K. Koster

Division President
Division President

GHIS - Itasca

Randall M. Nukk

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Numa J. Triche
Terry M. Duke
James J. Brien
Richard C. Krupp

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Area President (Metairie and Lafayette)
Area President (Monroe)
Area President (Plattenville)
Area Senior Vice President (Lafayette)

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Area Chairman

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Martha L. Acker

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Cynthia M. Tench

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Area Assistant Vice President & Area Controller

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Elizabeth B. Carpenter

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Area Senior Vice President

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Kevin D. Fink

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Dwayne McCallum

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Vice President

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Jerry Y. Bates
C. Stuart Wallace
William D. Newman

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Vice President (Houston)
Vice President (Houston)
Area President (Spring)

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Jane E. Gleason

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Area Vice President

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Area President

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Ronald A Hill
Bradley A Meinhardt

Area President
Area Chief Operating Officer
Area Chairman
Area President

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H. Craig Treiber
Lou Roca

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Area Vice President (Albany)
Area Vice President (Albany)
Area President (New York City)
Area Executive Vice President (New York City)
Area Vice President (New York City)
Area President (White Plains)
Area Vice President (White Plains)
Area President (Melville)
Area Vice President (Melville)
Area President (Garden City)
Area President (Garden City)

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Vice President (Marlton/Public Entity)

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Bruce A. Thiffault

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Area Executive Vice President

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Henry B. Tygar
Lisa A. Streck

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Area President (Des Moines)
Area President (Sioux City)
Branch Controller (Sioux City)

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Vice President

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Debbie Bosslet

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Walker Taylor IV
Katherine G. Taylor

Area President
Area Senior Vice President