



4-32-17

Contract DetailsSERVICE: Maintenance & Support AgreementNIFS ID #: CQDA17000008 NIFS Entry Date: 05/10/17 Term: from 07/01/17 to 06/30/19

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

Agency Information

Vendor	
Name <u>Basha Systems LLC</u>	Vendor ID# <u>134061533</u>
Address <u>17 Lakeview Avenue East</u> <u>Cortlandt Manor, NY 10561</u>	Contact Person <u>Seth Rowland</u>
	Phone <u>914-737-3740</u> <u>(914) 827-9173</u>

County Department
Department Contact <u>Gordon Trabold</u>
Address <u>Nassau County District Attorney</u> <u>262 Old Country Road</u> <u>Mineola, NY 11501</u>
Phone <u>(516) 571-1114</u>

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <u>y</u>	5/10/17 5/10/17	<u>[Signature]</u> <u>[Signature]</u>	
	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	5/15/17	<u>[Signature]</u>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/18/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/18/17	<u>[Signature]</u>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/18/17	<u>[Signature]</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
5/31/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	5/31/17	<u>[Signature]</u>	



Contract Summary

Description:	Maintenance and Support Agreement previously under CQDA15000013
Purpose:	To continue to provide maintenance and support to the automation system for Grand Jury Documents.
Method of Procurement:	DA's Document Assembly System was designed by Basha Systems using a combination of HotDocs, Microsoft Word & Microsoft Access. Although the system integrates commercial-off-the-shelf software, the source code for that integration and the coding of the HotDocs interview and templates represents several hours of planning, design, analysis, and programming work done by Basha Systems. Basha Systems is intimately familiar with all aspect of the code. Basha Systems has continued to demonstrate its ability over the last two years to provide these support services (1) cost effectively, (2) promptly, and (3) completely. Because of Basha Systems intimate knowledge of the system, the narrow specialization of the work, its proximity, and its responsiveness, it is the sole provider who can cost effectively give this high level of service of such a complex system.
Procurement History:	SOLE SOURCE
Description of General Provisions:	Two (2) year support agreement with Basha Systems LLC to provide on-going application changes and upgrades as necessary to the document managing system that they installed and customized.
Impact on Funding / Price Analysis:	The amount to be paid to the contractor as full consideration for the contractor's services for the term 07-01-2017 to 06-30-2019 was included in our 2017 budget.
Change in Contract from Prior Procurement:	none
Recommendation: (approve as submitted)	Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	DA	Revenue Contract <input type="checkbox"/>	XXXXXXXX	1	DAGEN1100	\$18,000.00
Control:	DAGEN1100	County	\$18,000.00	2		\$
Resp:	1100	Federal	\$	3		\$
Object:	DE	State	\$	4		\$
Transaction:	CQ	Capital	\$	5		\$
		Other	\$			\$
		TOTAL	\$18,000.00	TOTAL		\$18,000.00

RENEWAL	
% Increase	-
% Decrease	-

Document Prepared By: **Tracy Niedfeld** Date: **05/10/17**

APPROVED: *[Signature]* 5/18/17
 INSURANCE SECTION

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 <i>[Signature]</i>
Name	Name	Date <i>5/31/17</i>
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

Contract Approval Request Form (As of March 2017)

1. Vendor: Basha Systems LLC

2. Dollar amount requiring NIFA approval: \$ 18,000.00

Amount to be encumbered: \$ 18,000.00

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: July 1, 2017 to June 30, 2019

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 % _____

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:

This agreement continues to provide maintenance and support to the automation system for Grand Jury documents which was designed and implemented, and is maintained by Basha Systems.

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:

CQDA15000013 01 DAGEN1100 DE500 BASHA SYSTEMS \$18,000 7/1/15 to 6/30/17

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 Rosanna Allen Title _____ Date 5/16/17

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: _____

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 A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY’S OFFICE, AND BASHA SYSTEMS
LLC

WHEREAS, the County has negotiated a personal services agreement
with Basha Systems LLC to provide maintenance and support to the
automation system for Grand Jury documents, 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 agreement with
Basha Systems LLC

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Basha Systems LLC

CONTRACTOR ADDRESS: 17 Lakeview Ave. East, Cortlandt Manor, NY 10567

FEDERAL TAX ID #: 134061533

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5/10/17

Date

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



**OFFICE OF THE DISTRICT ATTORNEY
NASSAU COUNTY**

May 4, 2017

SOLE SOURCE JUSTIFICATION

In connection with the renewal of the "Contract for Services" by and between Basha Systems LLC ("Contractor") and Nassau County ("County") for the period from July 1, 2017 through June 30, 2019, I am submitting the following letter explaining the reasons for sole source.

Basha Systems LLC is a small firm specializing in legal document and processes automation. The District Attorney's Document Assembly System was designed by Basha Systems LLC using a combination of HotDocs, Microsoft Word and Microsoft Access. Although the system integrates "Commercial-off-the-shelf software," the source code for that integration and the coding of the HotDocs interview and the templates represents several hundred hours of planning, design, analysis, and programming work by Basha Systems. Basha Systems is intimately familiar with every detail of the code and the District Attorney's Office's needs for the system. Because of its familiarity with all aspects of the code, Basha Systems has continued to demonstrate its ability over the last two years to provide these services (1) cost effectively, (2) promptly, and (3) completely. Because of Basha Systems unique and intimate knowledge of the system, the narrow specialization of the work, its proximity, and immediate responsiveness, it is the sole provider who can cost effectively give this high level of service of such a complex system. For any other provider to step into the shoes of Basha Systems would require several weeks of systems analysis that could cost tens of thousands of dollars before they could even begin to provide the level of service that Basha has provided since the system was installed and continues to provide.

Sincerely,

Jeffrey M. Stein
Chief Administrative Officer

JMS/tn



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 election contributions have been made to any Nassau County Official or Candidate by Basha Systems or any official associated with Basha Systems.~~

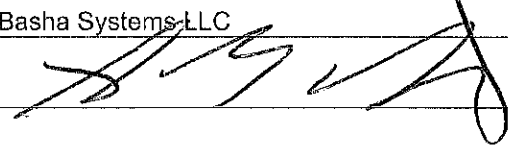
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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: Basha Systems LLC

Dated: April 18, 2017

Signed: 

Print Name: Seth Rowland

Title: President/CEO



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

No lobbyist has ever been utilized for any purpose by Basha Systems LLC in Nassau County.

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

No lobbyist has ever been utilized for any purpose by Basha Systems LLC in Nassau County.

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

No lobbyist has ever been utilized for any purpose by Basha Systems LLC in Nassau County.

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

No lobbyist will be utilized for any purpose in Nassau County by Basha Systems LLC.

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

No lobbyist will be utilized for any purpose in Nassau County by Basha Systems LLC.

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

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

No lobbyist has ever been utilized for any purpose by Basha Systems LLC in Nassau County.

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

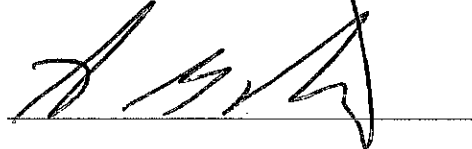
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: April 18, 2017

Signed:



Print Name:

Seth Rowland

Title:

President/CEO

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 Seth Rowland
Date of birth 05 / 26 / 1962
Home address 17 Lakeview Avenue East
City/state/zip Cortlandt Manor, NY 10567
Business address 17 Lakeview Avenue East
City/state/zip Cortlandt Manor, NY 10567
Telephone (914) 737-3740
Other present address(es) None
City/state/zip None
Telephone None
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President 07 / 01 / 1996 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer 07 / 01 / 1996 Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details.
49% Equity
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 X 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 X ;
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, Seth Rowland, 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 26 day of April 2017

Marli Ramirez
Notary Public

MARLI RAMIREZ
NOTARY PUBLIC STATE OF NEW YORK
PUTNAM COUNTY
LIC. #01RA6295407
COMMISSION EXPIRES 01/06/2018

Basha Systems LLC
Name of submitting business

Seth Rowland
Print name

[Signature]
Signature

President/CEO
Title

4 126 117
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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.

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1. Principal Name Rose Rowland
Date of birth '12 /05 /1961
Home address 17 Lakeview Avenue East
City/state/zip Cortlandt Manor, NY 10567
Business address 17 Lakeview Avenue East
City/state/zip Cortlandt Manor, NY 10567
Telephone 914-737-3740
Other present address(es) None
City/state/zip _____
Telephone 914-434-1170
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) Chief Operating Officer January 2002
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. 51% Equity
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 X 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 X;
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.

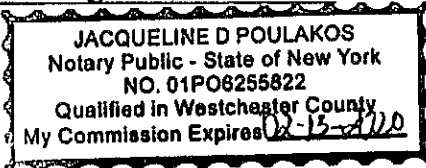
CERTIFICATION

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, Rose Rowland, 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 8th day of may 2017

Jacqueline D. Poulakos
Notary Public



Basha Systems LLC
Name of submitting business

Rose Rowland
Print name

Rose Rowland
Signature

Chief Operating Officer
Title

May 18 /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: April 18, 2017

1) Proposer's Legal Name: Basha Systems LLC

2) Address of Place of Business: 17 Lakeview Avenue East, Cortlandt Manor, NY 10567

List all other business addresses used within last five years:

No other address used within the last five years

3) Mailing Address (if different): Same Mailing Address

Phone : (914) 737-3740

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 075321021

5) Federal I.D. Number: 13-4061533

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 ___ No X If Yes, please provide details: _____

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

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____

- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____

- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No 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 conflict exists. _____

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No such conflict exists. _____

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No such conflict exists. _____

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Our firm maintains a Practice Management Database that would allow us to run a conflict check between Nassau County and our client list. _____

- 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.

* See attached

- B. Indicate number of years in business.
20 years
- 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 International Fertility Law Group Inc.

Contact Person Richard Vaughn

Address 5757 Wilshire Blvd, Suite 645

City/State Los Angeles, CA 90036

Telephone (323) 331-9348

Fax # (844) 500-9348

E-Mail Address rich@iflg.net

Company NetEffects, Inc.

Contact Person Claire Nottingham

Address 500 Chesterfield Center Drive

City/State Chesterfield, MO 63021

Telephone (636) 237-1000

Fax # None

E-Mail Address claire@neteffects.com

Company Husch Blackwell LLP

Contact Person Jon Moss

Address 4801 Main Street

City/State Kansas City, MO 64112

Telephone (816) 983-8000

Fax # (816) 983-8080

E-Mail Address jon.moss@huschblackwell.com

RESUME OF VENDOR: BASHA SYSTEMS LLC

Formation:

Seth Rowland, the founder of Basha Systems LLC, began doing business as a technology consultant in 1996. The business was conducted as a sole proprietorship until May 11, 1996 when it filed as a Limited Liability Company. In late 2014, Basha Systems LLC converted to an S Corporation. Basha Systems LLC is incorporated under the laws of the State of New York. ✓

Principals:

✓ Seth Rowland is the president and CEO of Basha Systems LLC. His address is 17 Lakeview Avenue East, Cortlandt Manor, NY 10567

✓ Rose Rowland is the Chief Operating Officer of Basha Systems LLC. Her address is 17 Lakeview Avenue East, Cortlandt Manor, NY 10567

Employees:

✓ Basha Systems currently employs three full time employees. Seth Rowland, Rose Rowland and Samuel Rowland as an administrative assistant/file clerk.

Annual Revenue:

The annual revenue of Basha Systems for 2016 was \$355,000.00. ✓

Copies of state and local licenses and permits:

Basha Systems holds no other licenses or permits other than software certifications and corporate formation.

Summary of Relevant Accomplishments:

✓ ii

Automated Document Assembly System

Nassau County Grand Jury Office – Summary of Relevant Accomplishments

In 2004, Basha Systems LLC (hereafter "Basha") responded to and won the solicitation promulgated by the Nassau County District Attorney's Office. The objective was to convert the then current Office Vision system of prosecutorial templates and database into a more affordable and easily maintainable system that would use document assembly software templates to create standard Microsoft Word documents and, at the same time, integrate the complex statutes database that was being used to pre-populate the prosecutorial documents.

Basha built, for Nassau County, a unique, customized system that utilized a combination of HotDocs, Microsoft Word and a Microsoft Access database. This Access database contains all of the Nassau County Statutes and is updated, on demand, on a regular basis. (collectively the "System"). As both the creator of the System and its sole maintainer, Basha has provided continuous and efficient service for the past thirteen years. In thirteen years, there has never been a system outage that has lasted for longer than two days. We have not only maintained this system in beautifully working order, but we have also upgraded it twice to meet new software compatibility requirements. We have maintained a

cordial and mutually productive relationship with both the document specialists of the Grand Jury Department and the Nassau County IT Department. The Grand Jury Department has come to rely upon Basha for efficient updating and revisions to the System upon demand. Because of Basha's intricate knowledge of the System, its proximity and its responsiveness, it has been the sole provider who could cost effectively give such a high level of service to such a complex system.

Basha has created similar systems for many customers but we feel that the most relevant accomplishment in this instance is the excellent reputation we have earned from the Nassau County Grand Jury Department itself. We are very proud of the System and we hope to be a part of maintaining it and furthering the important work of the Nassau County DA's office for many more years.

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, Seth Rowland, 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 26 day of April 2017

Marli Ramirez
Notary Public

MARLI RAMIREZ
NOTARY PUBLIC STATE OF NEW YORK
PUTNAM COUNTY
LIC. #01RA6295407
COMMISSION EXPIRES 01/08/2018

Name of submitting business: Basha Systems LLC

By: Seth Rowland

Print name

Signature

CEO/President

Title

4 / 26 / 17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Basha Systems LLC

Address: 17 Lakeview Avenue East

City, State and Zip Code: Cortlandt Manor, NY 10567

2. Entity's Vendor Identification Number: 13-4061533

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):

Seth Rowland, 17 Lakeview Avenue East, Cortlandt Manor, NY 10567

Rose Rowland, 17 Lakeview Avenue East, Cortlandt Manor, NY 10567

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.

Seth Rowland, 17 Lakeview Avenue East, Cortlandt Manor, N& 10567

Rose Rowland, 17 Lakeview Avenue East, Cortlandt Manor, N& 10567

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.

There are no affiliated or related companies.

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):

No lobbyist has ever been utilized by Basha Systems LLC at any time.

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

No lobbyist has ever been utilized by Basha Systems LLC at any time.

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

No lobbyist has ever been utilized by Basha Systems LLC at any time.

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: April 18, 2017

Signed:

Print Name: Seth Rowland

Title: CEO/President

Services Maintenance Agreement
(July 1, 2017 – June 30, 2019)

THIS AGREEMENT, dated as of July 1, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Basha Systems LLC a New York State corporation, having its principal office at 17 Lakeview Avenue East, Cortlandt Manor, New York 10567 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to an agreement executed on June 21, 2004 between the County and the Contractor, the Contractor has created and delivered an automation system for Grand Jury Documents (defined herein).

WHEREAS, it is recognized that documents and interviews will need to be revised, from time to time, as requested by the County staff to accommodate changes in State law, practices of the County and additions of new documents to the existing automation system.

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

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

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

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

1. Definitions. (a) "Grand Jury Documents" shall mean the documents listed in Schedule "A" of the Maintenance Agreement executed on June 21, 2004 between the County and the Contractor, as prepared for the County for use by the Grand Jury division.

(b) "Off-Site Support" shall mean telephone support, e-mail support, and remote desktop assistance and remote training.

(c) "On-Site Support" shall mean any work performed at the County by the Contractor requiring the physical presence of the Contractor. Any hours of service performed during an On-Site visit will be charged against the Quarterly Bank (hereinafter defined) as eight (8) hours.

2. Term. This Agreement shall commence on July 1, 2017 and terminate on June 30, 2019, unless sooner terminated in accordance with the provisions of this Agreement.

3. Services. (a) Covered Support Services. The services to be provided by the Contractor under this Agreement shall consist of any revisions to the Grand Jury Documents as follows:

(1) Revisions to the current interview structure, diagnosis and corrections of corruption or other issues in the current system, coding of new addendum to the current documents in the system and integration and coding of new versions of documents currently in the system. It shall also include coding of additional documents, subject to prior approval by the County and charged against the Quarterly Bank.

(2) The Contractor shall participate in a weekly meeting with a County representative to discuss any outstanding support issues, to be followed by regular updates to the system.

(3) The Contractor shall provide the following technical services:

- (a) a support bulletin board for all users to post requests
- (b) remote desktop assistance; and
- (c) telephone support (the "Covered Support Services.")

(b) Scope of Services.

(1) In any given quarterly period (three (3) months), Covered Support Services are limited to fifteen (15) hours for On- and Off-site Support. In any given quarterly period, the County will have an allotment of fifteen (15) hours per quarter to draw on (a "Quarterly Bank"). If these hours are not used in a given quarter, they will be credited for the following quarter to be used for additional support or new documents.

(2) An accounting of hours in the Quarterly Bank will be provided at the end of each quarter. If the number of hours in the Quarterly Bank are exceeded in a given quarter, at the discretion of the County, the Contractor may either suspend Covered Support Services until the following quarter, debit the hours against the next quarter or provide additional services at a separate rate (the "Additional Services").

4. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be **Eighteen Thousand Dollars (\$18,000.00)**, payable in quarterly maintenance payments as follows: **Two Thousand Two Hundred Fifty Dollars (\$2,250.00)** shall be paid on July 1, 2017 for the 3rd Quarter of 2017; **Two Thousand Two Hundred Fifty Dollars (\$2,250.00)** shall be paid on October 1, 2017 for the 4th Quarter of 2017; **Two Thousand Two Hundred Fifty Dollars (\$2,250.00)** shall be paid on January 1, 2018 for the 1st Quarter of 2018; **Two Thousand Two Hundred Fifty Dollars (\$2,250.00)** shall be paid on April 1, 2018 for the 2nd Quarter of 2018; **Two Thousand Two Hundred Fifty Dollars (\$2,250.00)** shall be paid on July 1, 2018 for the 3rd Quarter of 2018; **Two Thousand Two Hundred Fifty Dollars (\$2,250.00)** shall be paid on October 1, 2018 for the 4th Quarter of 2018; **Two Thousand Two Hundred Fifty Dollars (\$2,250.00)** shall be paid on January 1, 2019 for the 1st Quarter of 2019; **Two Thousand Two Hundred Fifty Dollars (\$2,250.00)** shall be paid on April 1, 2019 for the 2nd Quarter of 2019. Quarterly

maintenance payments shall entitle the County to fifteen (15) hours of prepaid consulting and support services during that quarter. The amount to be paid as consideration for Additional Services shall be **One Hundred Fifty Dollars per hour (\$150.00)**. Should Additional Services be required, such services may be provided up to an additional **Nine Thousand Dollars (\$9,000.00)**, subject to amendment of this agreement and approval of the County Legislature, and the encumbrance of funds for this purpose.

(b) Vouchers; Voucher Review, Approval and Audit. Quarterly maintenance payments shall be made to the Contractor per the schedule specified in section 4(a), and Additional Services payments shall be made to the Contractor in arrears, and all payments 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"). Payment to the Contractor shall be made within 30 (thirty) days of the receipt and approval of the Voucher by the Comptroller.

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

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

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

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

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

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

(b) 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 prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) Confidential Information. The parties further acknowledge that in the course of this Agreement they may have access to and/or be in possession of confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential, including information relating to its past or present research, development or business affairs and any proprietary products, materials or methodologies. Information deemed confidential by the disclosing party shall be clearly marked "Confidential," "Restricted" or with another similar legend. Each party shall hold in confidence, in the same manner as it holds its own confidential information of like kind, all Confidential Information of the other party to which it may have access hereunder. Access to Confidential Information shall be restricted to those of the party's personnel with a need to know and engaged in a permitted use. The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. Either party may disclose Confidential Information of the other party as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, provided that, to the extent permitted by applicable law or regulation, the receiving party gives the disclosing party prompt notice of such requirement and an

opportunity to oppose such disclosure or seek a protective order or other appropriate remedy. Either party may also disclose Confidential Information of the other party in connection with litigation pertaining hereto, provided that, the receiving party uses reasonable efforts to get confidential treatment of any information disclosed, and provided, further, that such disclosure is limited to such judicial proceeding. The provisions of this Section shall survive any termination of this Agreement.

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

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

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

9. Right to Works.

(a) Except as noted in paragraph (b) below, upon execution of this Agreement, any reports, document, data, designs, drawings, photographs and/or any other material produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, except solely the specific modifications made by the County, which modifications shall be owned by the County. Upon payment of all amounts due therefore, Contractor shall grant County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works that are incorporated into the deliverables. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor

(c) Upon payment of all amounts due therefore, Contractor shall grant to County a non-transferable, nonexclusive, United States license to use any such Contractor Works solely for County's internal use. The County may make reasonable copies of such pre-existing material for back-up and archival purposes in accordance with applicable law. County shall reproduce such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies. Any copies that County makes shall remain Contractor's sole property.

10. Future Possible Licenses/Upgrades: As part of County's purchase of maintenance and support, County shall be entitled to receive all applicable updates of the licensed products, Contractor shall supply all updates and extension of basic documentation without additional cost.

11. **Patent/Copyright/Trademark/Trade Secrets Claims:**

(a) Contractor will indemnify, defend and hold the County harmless for any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in performance of this Agreement. The County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration to be paid to the Contractor under this Agreement. The preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by Contractor; (ii) made without Contractor's approval; or (iii) caused by the use of any deliverable with any adjunct device by the County, unless such use was contemplated or consented to by the Contractor.

(d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

(b) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with any breach of warranty and infringement of intellectual property rights as indicated in Section 11 "Patent/Copyright/Trademark/Trade Secrets Claims".

(c) 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.

(d) 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.

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

13. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau

County” as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence, (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 (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 coverage. The failure of the Contractor to maintain Workers’ Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

15. 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.

16. 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.

17. 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.

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

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

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

19. 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.

20. 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.

21. 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.

22. 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.

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

24. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of **One Hundred Sixty Dollars (\$160.00)** for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

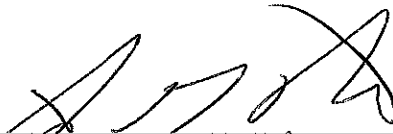
25. Executory Clause. Notwithstanding any other provision of this Agreement:

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

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

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

BASHA SYSTEMS, LLC.

By: 
Name: Seth G. Kurland
Title: President
Date: 4/26/17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

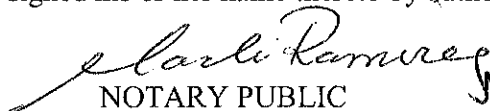
STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~)

Westchester

On the 26 day of April in the year 2017 before me personally came Seth G Rowland to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the President of Basha Systems LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

MARLI RAMIREZ
NOTARY PUBLIC STATE OF NEW YORK
PUTNAM COUNTY
LIC. #01RA6295407
COMMISSION EXPIRES 01/06/2018

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 the 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

Basha Systems LLC
17 Lakeview Ave East
Cortlandt Manor, NY 10567-6401
(914)737-3740

3016

E2S® Check Fraud
Protection for Business

1-2-210

DATE

4-25-17

PAY TO THE ORDER OF

Nassau County

One hundred, sixty dollars ⁴⁰/₁₀₀

\$160.00

DOLLARS

Security Features
Included
Details on Back

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR

Processing Fee

Rose [Signature]

MP

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