



Certified: --

**E-51-24**

FILED WITH THE NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
MARCH 21, 2024 2:40PM

**NIFS ID: CLIT23000009**

Capital: X

Contract ID #: CFIT19000003

NIFS Entry Date: 12/15/2023

**Department: Information Technology**

Service: ORACLE APEX CONSULTING SERVICES

Term: from 03/04/2023 to 10/23/2023

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	No

Vendor/Municipality Info:	
Name: Insum Solutions Corp.	ID#:421776423
Main Address: 46 Beekman St Plattsburgh, NY 12901	
Main Contact: Christopher Jackson	
Main Phone: (866) 887-1670	

Department:
Contact Name: Nancy Stanton***Final copy to Rosemarie Torla***
Address: 240 Old Country Road Mineola, NY 11501
Phone: (516) 571-4451
Email: rtorla@nassaucountyny.gov

## Contract Summary

**Purpose:** Insum Solutions Corp. provides ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) APEX upgrades, Training current staff; 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool. Ratification of this Amendment and the "Assistance upon termination" clause contained within the Original Agreement, the Contractor shall be paid the sum of \$372,918.50, for services rendered to the County during the Gap Period, to wit: between the period of time of the Original Agreement's expiration date of March 3, 2023, and the execution of a New contract, October 24, 2023; and increases the "maximum amount" to be paid under this contract to, \$2,622,918.50,. In addition, the Amendment requests an encumbrance of \$372,918.50, to be made available upon execution. Method of Procurement RFP# IT0129-1906 Procurement History) The Contract was entered into after a written request for proposals was issued on January

29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in \_Newsday\_, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_February 22, 2019. \_Three\_ proposals were received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**Procurement History:** The Contract was entered into after a written request for proposals was issued on January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in \_Newsday\_, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_February 22, 2019. \_Three\_ proposals were received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**Description of General Provisions:** Insum consultants will be required to assist in the following:

- \* Elaborate, review and finalize functional business requirements (BRD) into application design and technical requirements.
- \* Design data model and develop back-end databases as required.
- \* Provide and implement a user-friendly, intuitive, functional and easy to use front-end user interfaces.
- \* Design and develop data access processes to load data from various data sources.
- \* Generate visually appealing data analysis charts and dashboards
- \* Load configuration and historical data into Oracle database
- \* Complete technical documentation of design and development of above artefacts where applicable according to the standard of the County. These may include Solution Design Specifications, System Support Documents and other types of documentation as requested by the County.
- \* Provide application demos to county stakeholders and progress reports to technical team.
- \* Conduct unit and system integration testing; and develop and document test cases in partnership with County staff for user acceptance testing (UAT)
- \* Provide deployment scripts to migrate solutions from development environment to production server.
- \* Provide training and knowledge transfers to system administrators and county staff so that any future configuration and administration can be performed in-house

**Impact on Funding / Price Analysis:** \$372,918.50

**Change in Contract from Prior Procurement:** Increase in the "Maximum Amount" from \$2,250,000 to \$2,622,918.50

**Method of Source Selection:**

☒ Contract amendment, extension, or renewal

Contract originally executed on: 03/04/2020

Original procurement method: RFP

**MWBE Participation:**

☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☒ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

**Recommendation:** Approve as Submitted

# Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 97103 000	07	\$372,918.50
Project Number		97103						
Project Detail		000						
TOTAL							\$372,918.50	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$372,918.50
Renewal		Federal	\$0.00
		State	\$0.00
		Capital	\$0.00
		Other	\$0.00
		Total	\$372,918.50
% Increase			
% Decrease			

# Routing Slip

Department			
NIFS Entry	Rosemarie Torla	12/18/2023 10:23AM	Approved
NIFS Final Approval	Nancy Stanton	12/21/2023 09:23AM	Approved
Final Approval	Nancy Stanton	12/21/2023 09:23AM	Approved
DPW			
Capital Fund Approval	Chris Yansick	01/09/2024 02:54PM	Approved
Final Approval	Chris Yansick	01/09/2024 02:54PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/16/2024 10:01AM	Approved
Approval as to Form	Salvatore Spezio	01/10/2024 09:27AM	Approved
NIFS Approval	Mary Nori	01/23/2024 02:59PM	Approved
Final Approval	Mary Nori	01/23/2024 02:59PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/10/2024 09:26AM	Approved
NIFA Approval	Irfan Qureshi	01/16/2024 11:44AM	Approved
Final Approval	Irfan Qureshi	01/16/2024 11:44AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	01/24/2024 02:48PM	Approved
DCE Compliance Approval	Robert Cleary	03/04/2024 10:31AM	Approved
Vertical DCE Approval	Arthur Walsh	03/15/2024 10:56AM	Approved
Final Approval	Arthur Walsh	03/15/2024 10:56AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/21/2024 02:30PM	Approved

<b>Legislature</b>			
Final Approval			In Progress
<b>Comptroller</b>			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Insum Solutions Corp., to provide ORACLE APEX consulting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said amendment to the agreement with Insum Solutions Corp.

**AMENDMENT NO. 3**

This **AMENDMENT**, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Information Technology (the "Department"), having its principal office at 240 Old Country Road, Mineola, New York 11501, and (ii) Insum Solutions Corp., having its principal office at 45 Beekman Street, Plattsburgh, New York 12901 (the "Contractor").

**WITNESSETH:**

**WHEREAS**, pursuant to County contract number CFIT19000003 between the County and the Contractor, executed on behalf of the County on March 4, 2020, as amended by Amendment 1 CLIT21000001, executed on behalf of the County on June 16, 2021, and by amendment 2, executed on behalf of the County on October 21, 2022 (collectively, the "Original Agreement") the Contractor provides services that consist of Oracle APEX Consulting services pursuant to Exhibit "A" annexed to the original Agreement (the "Services"); and

**WHEREAS**, the Original Agreement expire on March 3, 2023; and,

**WHEREAS**, the County and the Contractor deem it in their respective best interests to amend the Original Agreement a third time to cover the cost of services rendered by the Contractor between the Original Agreement's expiration date of March 3, 2023 and the execution of a New Contract, approved by the legislature on September 6, 2023, but still not yet certified ("the Gap Period"); and,

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

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

1. **Term**. The original contract is being extended for the period beginning on March 4, 2023, and to terminate on October 23, 2023.
2. **Payment**. Pursuant to this third amendment, and the assistance upon termination clause contained within the Original Agreement, the Contractor shall be paid the sum of \$372,918.50, for services rendered to the County during the Gap Period, to wit: between the period of time of the Original Agreement's expiration date of March 3, 2023, and the execution of a New Contract, approved by the legislature on September 6, 2023, but still not yet certified.
3. **Full Force and Effect**. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship pf the parties for the remainder of the Amended Agreement.



2024-02-23

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

**INSUM SOLUTIONS CORP.**

By: Charles Brochu

Name: Charles Brochu

Title: Executive Director, CSO

Date: November 6, 2023

**NASSAU COUNTY**

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

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

Title: \_\_\_\_\_

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

**PLEASE EXECUTE IN BLUE INK**



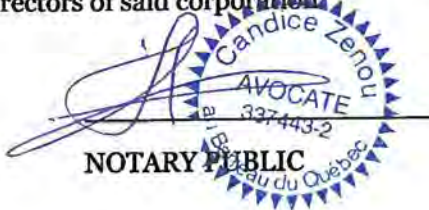
**ACKNOWLEDGMENT**

STATE OF NEW YORK)

)ss.:

COUNTY OF )

On the 22 day of January in the year 2021 before me personally came Charles Beach 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 Executive Director of Traum Solutions Corp., 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.



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

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Name: *Francis Mignault*  
Address: *42 Birch, Gore, Quebec, J0V 1K0, Canada*  
Tel. Number: *1-866-887-1670 x223*

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

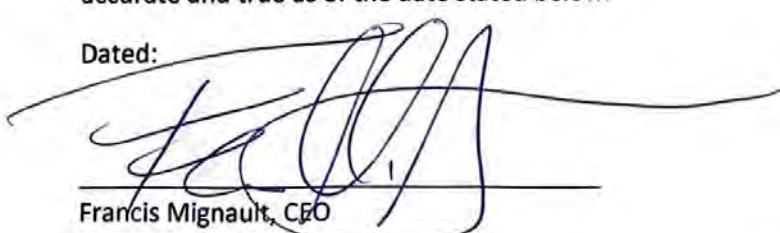
3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below: \_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below: \_\_\_\_\_

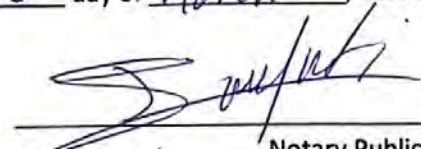
5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

Dated:

  
Francis Mignault, CEO

Sworn to before me this 8 day of March, 2023.

  
Notary Public  
Avocate 277468-2



## Nassau County Interim Finance Authority

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

**1. Vendor: Insum Solutions Corp.**

**2. Amount requiring NIFA approval: \$372,918.50**

**Amount to be encumbered: \$372,918.50**

Slip Type: 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: 03/04/2023 to 10/23/2023**

Has work or services on this contract commenced? Yes

If yes, please explain: Insum had been working with NC on the APEX applications, for several years, when the original contract

**4. Funding Source:**

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? Yes

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

Insum Solutions Corp. provides ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) APEX upgrades, Training current staff; 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool. Ratification of this Amendment and the "Assistance upon termination" clause contained within the Original Agreement, the Contractor shall be paid the sum of \$372,918.50, for services rendered to the County during the Gap Period, to wit: between the period of time of the Original Agreement's expiration date of March 3, 2023, and the execution of a New contract, October 24, 2023; and increases the "maximum amount" to be paid under this contract to, \$2,622,918.50. In addition, the Amendment requests an encumbrance of \$372,918.50, to be made available upon execution. Method of Procurement RFP# IT0129-1906 Procurement History) The Contract was entered into after a written request for proposals was issued on January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in \_Newsday\_, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_February 22, 2019\_. \_Three\_ proposals were received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

## 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.

IQURESHI

01/16/2024

---

**Authenticated User**

**Date**

---

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

**If this is a capital project:**

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

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

---

**Authenticated User**

**Date**

---

## NIFA

Amount being approved by NIFA:

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

---

**Authenticated User**

**Date**

---

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

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

**NIFA reserves the right to request additional information as needed.**



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?

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:  
Charles Brochu [CBROCHU@INSUM.CA]

Dated: 12/13/2023 03:55:39 pm

Vendor: Insum Solutions Corp.

Title: VP, Executive Director, CSO

**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: Mehdi Houas  
 Date of birth: [REDACTED]  
 Home address: [REDACTED]  
 City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country: [REDACTED]

Business Address: 14 rue Pergolèse  
 City: Paris State/Province/Territory: [REDACTED] Zip/Postal Code: 75116  
 Country: France  
 Telephone: +33 1 42 97 96 96

Other present address(es):  
 City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country: [REDACTED]  
 Telephone: [REDACTED]

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<span style="background-color: black; color: black;">[REDACTED]</span>	Treasurer	<span style="background-color: black; color: black;">[REDACTED]</span>
Chairman of Board	<span style="background-color: black; color: black;">[REDACTED]</span>	Shareholder	<span style="background-color: black; color: black;">[REDACTED]</span>
Chief Exec. Officer	<span style="background-color: black; color: black;">[REDACTED]</span>	Secretary	<span style="background-color: black; color: black;">[REDACTED]</span>
Chief Financial Officer	<span style="background-color: black; color: black;">[REDACTED]</span>	Partner	<span style="background-color: black; color: black;">[REDACTED]</span>
Vice President	X		
(Other)	<span style="background-color: black; color: black;">[REDACTED]</span>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Yes, officer of other Talan subsidiaries: 6362222 Canada Inc., Talan Conseils Canada Inc., Talan Canada Inc., Insum Solutions Inc., Talan LLC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Yes, Tennessee Department of Environment and Conservation, Florida Board of Governors, State of Oklahoma, Nassau County, Los Angeles Metropolitan Authority, Memphis Light, Gas and Water, Santa Clara Valley Water District

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



I, Mehdi Houas , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mehdi Houas , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Insum Solutions Corp.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

DocuSigned by:

**Mehdi HOUAS**

E737260F548D45E...

Vice-President of Insum Solutions Corp.

Title

12/13/2023 | 23:12 PST

Date



## CERTIFICATION

BY THE PRESENTS, I certify that I have verified the identity of Mehdi Houas and that the signature appearing on this *Principal Questionnaire Form* is the signature of Mehdi Houas.

CERTIFIED in Montreal, Canada,  
on December 13, 2023.

DocuSigned by:

A handwritten signature in black ink that reads "Sebastien Thibault".

Me Sebastien Thibault  
Lawyer 358150-1

Maison du Barreau  
445, boulevard Saint-Laurent  
Montréal (Québec) H2Y 3T8  
www.barreau.qc.ca

Barreau Québec

358150-1

Expiration : 31-03-2024

Me Sébastien Thibault

est inscrit au Tableau de l'Ordre comme avocat en exercice.

Certifié par :

, Directrice générale

Québec

Permis de conduire

T1438-130795-08



THIBAUT  
SEBASTIEN

Classe(s) : 5  
Cond. : Aucune  
Mention(s) : Aucune  
N° de référence : PE9X3BC9P  
Valide le : 2019-06-13  
Expire le : 2027-07-13  
Paiement exigé chaque année à votre date anniversaire de naissance

Signature of Sébastien Thibault

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

- List of other addresses and telephone numbers attached

- |                         |                |             |       |
|-------------------------|----------------|-------------|-------|
| President               | _____          | Treasurer   | _____ |
| Chairman of Board       | _____          | Shareholder | _____ |
| Chief Exec. Officer     | _____          | Secretary   | _____ |
| Chief Financial Officer | _____          | Partner     | _____ |
| Vice President          | _____          |             |       |
| (Other)                 | Director _____ |             |       |

- |  | 7 |
|--|---|
|  |   |

- [illegible]

- Yes, officer of other Talan subsidiaries: 6362222 Canada Inc., Talan Conseils Canada Inc., Talan Canada Inc., Insum Solutions Inc., Talan LLC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Philippe Cassoulat , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Philippe Cassoulat , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Insum Solutions Corp.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

DocuSigned by:  
*Philippe Cassoulat*  
521DCCF7BE42494...

Director of Insum Solutions Corp

Title

3/1/2024 | 01:56 PST

Date





## CERTIFICATION

BY THE PRESENTS, I certify that I have verified the identity of Philippe Cassoulat and that the signature appearing on this *Principal Questionnaire Form* is the signature of Philippe Cassoulat.

CERTIFIED in Montreal, Canada,  
on 3/1/2024 | 05:12 PST.

DocuSigned by:

A handwritten signature in black ink that reads "Sébastien Thibault".

324C43CA50EA4E9...

**Me Sébastien Thibault**

Lawyer 358150-1

M. Sébastien Thibault  
445, boulevard Saint-Laurent  
Montréal (Québec) H2Y 3T8  
www.barreau.qc.ca

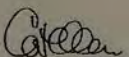
du Québec

358150-1

Expiration : 31-03-2024

**Me Sébastien Thibault**

est inscrit au Tableau de l'Ordre comme avocat en exercice.

Certifié par :  , Directrice générale

Québec

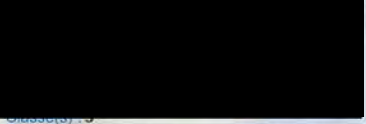


*s.thibault*

Permis de conduire

**T1438-130795-08**

THIBAUT  
SEBASTIEN



Cond. : Aucune      Taille (cm) : 175  
Mention(s) : Aucune      Yeux : PERS  
N° de référence : **P E 9 X 3 B C 9 P**  
Valable le : 2019-06-13      Expire le : 2027-07-13  
Païement exigé chaque année à votre  
date anniversaire de naissance

**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: Francis Mignault  
 Date of birth: [REDACTED]  
 Home address: [REDACTED]  
 City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country: [REDACTED]

Business Address: 388 rue Saint-Jacques suite 100  
 City: Montreal State/Province/Territory: QC Zip/Postal Code: H2Y 1S1  
 Country: CANADA  
 Telephone: 514-973-6635

Other present address(es):  
 City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>07/31/2022</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>07/31/2022</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Insum Solutions Inc. 9563857 Canada Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Francis Mignault , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Francis Mignault , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Insum Solutions Corp

Name of submitting business

Electronically signed and certified at the date and time indicated by: Francis Mignault

DocuSigned by:

*Francis Mignault*

CA00F08AC068484...

President and CEO

Title

2024-02-19

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.

**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: Hélène Kyriakakis  
 Date of birth: [REDACTED]  
 Home address: [REDACTED]  
 City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country: [REDACTED]

Business Address: 465, McGill Street, suite 520

City: Montreal State/Province/Territory: Quebec Zip/Postal Code: H2Y 2H1  
 Country: Canada  
 Telephone: (514) 220-2780

Other present address(es):

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>X</u>		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.



5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Yes, officer of other Talan subsidiaries: 6362222 Canada Inc., Talan Conseils Canada Inc., Talan Canada Inc., Insum Solutions Inc., Talan LLC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Hélène Kyriakakis , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Hélène Kyriakakis , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Insum Solutions Corp.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

DocuSigned by:

*Hélène Kyriakakis*

4BA06592BA2949A...

Vice-President of Insum Solutions Corp.

Title

12/14/2023 | 07:47 PST

Date

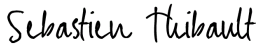


## CERTIFICATION

BY THE PRESENTS, I certify that I have verified the identity of Hélène Kyriakakis and that the signature appearing on this *Principal Questionnaire Form* is the signature of Hélène Kyriakakis.

CERTIFIED in Montreal, Canada,  
on December 14, 2023.

DocuSigned by:

A handwritten signature in black ink that reads "Sébastien Thibault".

324643CA5CEA4E8...

**Me Sébastien Thibault**

Lawyer 358150-1

Maison du Barreau  
445, boulevard Saint-Laurent  
Montréal (Québec) H2Y 3T8  
www.barreau.qc.ca

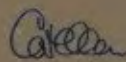
Barreau Québec

358150-1

Expiration : 31-03-2024

Me Sébastien Thibault

est inscrit au Tableau de l'Ordre comme avocat en exercice.

Certifié par :  , Directrice générale

Québec

Permis de conduire

T1438-130795-08



THIBAUT  
SEBASTIEN

Classe(s) : 5  
Cond. : Aucune  
Mention(s) : Aucune  
N° de référence : PE9X3BC9P  
Valide le : 2019-06-13  
Expire le : 2027-07-13  
Paiement exigé chaque année à votre date anniversaire de naissance



## **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: Christopher Jackson  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 46 Beekman Street  
City: Plattsburgh State/Province/Territory: NY Zip/Postal Code: 12901  
Country: US  
Telephone: 6513439037  
Other present address(es):  
City: State/Province/Territory: Zip/Postal Code:  
Country:  
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other  
Description Senior Director - Business Development  
Start Date 05/03/2021

3. Do you have an equity interest in the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?



---

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

--

I, Christopher Jackson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher Jackson , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Insum Solutions Corp.

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Christopher Jackson CJACKSON@INSUM.CA

---

Senior Director - Business Development

---

Title

02/28/2024 04:48:52 pm

---

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: 12/14/2023

1) Proposer's Legal Name: Insum Solutions Corp

2) Address of Place of Business: 46 Beekman Street

City: Plattsburgh State/Province/  
Territory: NY Zip/Postal  
Code: 12901

Country: US

3) Mailing Address (if different): P.O. Box 677

City: Plattsburg State/Province/  
Territory: NY Zip/Postal  
Code: 12901

Country: US

Phone: (866) 887-1670

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a: Corporation (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 ☒ 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, please provide details:

Controlled by Talan LLC (100%). Affiliated with Insum Solutions Inc (Canadian Corporation)

- 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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

No conflict exists. Insum promotes a culture of transparency and honesty with its employees and partners. If required by the County, Insum could adopt a formal procedure requiring all employees to certify that no activity has been undertaken, and that no relationship exists, that might give rise to a conflict of interest, or even the appearance of a conflict of interest with the County.

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☒ NO ☐

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

08/01/2013

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

100% of shares owned by:

Talan LLC  
27 E 28th Street  
New York NY 10016

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Insum Solutions Corp.

Mehdi Houas - Director

Address: [REDACTED]

Jeroen Bent - CEO Americas and M&A

Address: [REDACTED]

Hélène Kyriakakis- Director, VP

Address: [REDACTED]

Francis Mignault - President and CEO

Address: [REDACTED]

Charles Brochu - VP, Executive Director, CSO

Address: [REDACTED]

Michelle Skamene - Senior VP

Address: [REDACTED]

Christopher Jackson - Sr Director Sales and Business Development

Address: [REDACTED]

- iv) State of incorporation (if applicable);

DE

- v) The number of employees in the firm;  
36
- vi) Annual revenue of firm;  
9800000
- vii) Summary of relevant accomplishments
- a. Founded in 2002 as an organization dedicated to Oracle business solutions
  - b. More than 100 employees located in Canada, the United States of America and Peru.
  - c. More than 18 years of experience in Oracle APEX projects
  - d. Largest consulting firm in Oracle APEX in North America
  - e. Excellence Center dedicated to APEX, with a strong commitment to APEX innovation
  - f. More than 750 projects completed for North American and worldwide clients.
  - g. ISO9001 certified
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

10

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

The proposal submitted in the course of the RFP contains all appropriate and helpful information to demonstrate Insum's capacity and reliability to perform Oracle APEX Consulting Services. Insum is the leader in the Oracle APEX technology.

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	Ohio Technology Consortium		
Contact Person	Jeff Smith Director, Shared Infrastructure		
Address	1224 Kinear Road		
City	Columbus	State/Province/Territory	OH
Country	US		
Telephone	(614) 292-8106		
Fax #			
E-Mail Address	jsmith@oh-tech.org		

Company	Cayman Island Government		
Contact Person	Shelly Newland Ebanks, Manager – Labour Market Information System		
Address	133 Elgin Avenue, 1-9000		
City	Grand Cayman	State/Province/Territory	
Country	KY		
Telephone	(345) 244-5763		
Fax #			
E-Mail Address	shelly.newland@gov.ky.com		

Company	Stanford University		
Contact Person	Bhavana Tirukovallurui		

Address	3145 Porter Dr		
City	Palo Alto	State/Province/Territory	CA
Country	US		
Telephone	(781) 366-4289		
Fax #			
E-Mail Address	bhavanat@stanford.edu		



I, Charles Brochu , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Charles Brochu , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

#### **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.

Name of submitting business: Insum Solutions Corp

Electronically signed and certified at the date and time indicated by:  
Charles Brochu CBROCHU@INSUM.CA

VP, Executive Director, CSO

Title

12/14/2023 01:35:52 pm

Date

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "INSUM SOLUTIONS CORP.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JULY, A.D. 2013, AT 5:14 O'CLOCK P.M.

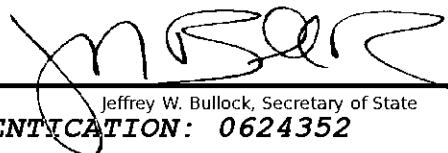
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF INCORPORATION IS THE FIRST DAY OF AUGUST, A.D. 2013.

5374311 8100

130925868



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0624352

DATE: 07-30-13

**CERTIFICATE OF INCORPORATION  
OF  
INSUM SOLUTIONS CORP.**

**ARTICLE I. NAME**

The name of this corporation is Insum Solutions Corp.

**ARTICLE II. REGISTERED OFFICE**

The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, zip code 19801. The name of its registered agent at such address is The Corporation Trust Company.

**ARTICLE III. PURPOSES**

The purpose for which the corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

**ARTICLE IV. CAPITAL STOCK**

The total number of shares of capital stock that the corporation shall have authority to issue is five thousand (5,000) shares of Common Stock with a par value of \$0.01 per share.

**ARTICLE V. INITIAL BOARD OF DIRECTORS**

The initial board of directors shall have three (3) members, with the following serving as the directors until the first annual meeting of stockholders or until their successors are elected and qualify:

<b><u>Director</u></b>	<b><u>Mailing Address</u></b>
Michel St-Amour	Insum Solutions 35, rue Port-Royal Est., bureau 545 Montréal, QC H3L 3T1 Canada
Patrick Bonneville	Insum Solutions 35, rue Port-Royal Est., bureau 545 Montréal, QC H3L 3T1 Canada
Francis Mignault	Insum Solutions 35, rue Port-Royal Est., bureau 545 Montréal, QC H3L 3T1 Canada

**ARTICLE VI. EXISTENCE**

The corporation is to have perpetual existence.

**ARTICLE VII. BYLAWS**

In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter, or repeal the bylaws of the corporation.

## **ARTICLE VIII. ELECTION OF DIRECTORS; VOTING RIGHTS OF STOCKHOLDERS**

Elections of directors need not be by written ballot unless the bylaws of the corporation shall so provide. Except as may otherwise be provided in an agreement among all or a portion of the stockholders and the corporation or in the bylaws, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder, provided that the foregoing voting provision applies only in the case of shares that have voting rights.

## **ARTICLE IX. DIRECTORS' LIABILITY**

To the extent permitted by Section 102(b)(7) of the Delaware General Corporation Law, as the same may be supplemented and amended, no director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, the foregoing shall not eliminate or limit the liability of such director (i) for any breach of such director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which such director derived an improper personal benefit.

## **ARTICLE X. AMENDMENT AND/OR REPEAL OF CERTIFICATE**

The corporation reserves the right to amend, alter, change, or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

## **ARTICLE XI. EFFECTIVE DATE**

This certificate of incorporation shall become effective as of August 1, 2013.

## **ARTICLE XII. INCORPORATOR**

The name and mailing address of the sole incorporator are as follows:

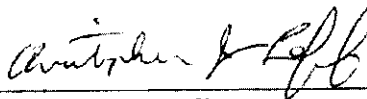
### **Name**

Christopher J. Leff

### **Mailing Address**

Paul Frank + Collins P.C.  
One Church Street, P.O. Box 1307  
Burlington, Vermont 05402-1307

I, the undersigned, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make, file and record this certificate, hereby declaring and certifying that this is my free act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 26<sup>th</sup> day of July, 2013



Christopher J. Leff  
Incorporator

**WRITTEN CONSENT ACTION  
OF THE SOLE SHAREHOLDER  
OF**

**INSUM SOLUTIONS CORP.**

**November 15, 2021**

The undersigned, being the sole shareholder (the “Shareholder”) of Insum Solutions Corp., a Delaware corporation (the “Company”), does hereby adopt the following resolutions by written consent pursuant to Section 228 of the Delaware General Corporate Law, effective as of the date first written above, with such resolutions to have the same force and effect as if they had been adopted at a duly convened meeting.

**1. Waiver of Notice.**

**RESOLVED**, that any and all notice to take any action in adopting the following resolutions be, and it hereby is, waived by the undersigned.

**2. Election of Directors.**

**WHEREAS**, as a result of and pursuant to that certain Share Purchase and Contribution Agreement, dated as of the date hereof, by and among the Shareholder, 9563857 Canada Inc., the Shareholders party thereto, Talan SAS, and the Company, the Shareholder became the sole shareholder of the Company;

**WHEREAS**, as of the date hereof, Anton Nielsen, Francis Mignault, Michel St-Amour, Patrick Bonneville and Roger Leblanc have resigned as directors of the Company; and

**WHEREAS**, the Shareholder deems it advisable and in the best interests of the Company to elect the following individuals to serve as directors of the Company (the “Directors”).

**NOW, THEREFORE, BE IT RESOLVED**, that each of Mikael Thepaut, Mehdi Houas, and Philippe Cassoulat be, and each hereby is, elected as a director of the Company, to serve in such capacity until his or her successor shall have been duly appointed and qualified or until his or her prior death, resignation or removal, such that, after giving effect to such appointments, the members of the Board shall consist solely of the foregoing individuals.

**FURTHER RESOLVED**, that any and all actions heretofore or hereafter taken by the Directors or by any one of them (or any of their designees), consistent with the intent and purpose of the foregoing resolutions are hereby authorized, ratified and approved in all respects by and on behalf of the Company.

**3. General Authority; Ratification of Prior Acts.**

**RESOLVED**, that the Directors, and each of them hereby is, authorized and empowered, for and on behalf of the Company, to take or cause to be taken all such action and to execute or cause to be executed all such certificates, instruments, agreements and other documents as the Directors, or any one of them, may deem necessary or desirable to carry out the provisions of the

Error! Unknown document property name.

Error! Unknown document property name.

foregoing resolutions, with the taking of any such action being conclusive evidence of the authority of such Director.

**FURTHER RESOLVED**, that any and all actions heretofore or hereafter taken or caused to be taken by the officers, agents and representatives of the Company, or any one of them, consistent with the tenor and purport of the foregoing resolutions, are hereby ratified, confirmed and approved in all respects for and on behalf of the Company.

• • • • •

This Written Consent Action of the Sole Shareholder may be executed in one or more counterparts, which together shall constitute one and the same document, and may be transmitted via an email PDF file that, when so executed and delivered, shall be deemed an original Written Consent Action of the Sole Shareholder.

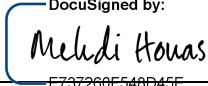
[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned has executed this Written Consent Action of the Sole Shareholder as of the date first written above.

**SHAREHOLDER:**

**TALAN, LLC**

DocuSigned by:

By:   
Name: Mehdi HOUAS  
Title: Chairman of the TALAN GROUP

[Signature page to Written Consent Action of the Sole Shareholder – Insum Solutions Corp.]

**UNANIMOUS WRITTEN CONSENT IN LIEU OF AN ANNUAL MEETING  
OF THE SOLE STOCKHOLDER OF INSUM SOLUTIONS CORP.  
JULY 1, 2023**

The undersigned, being the sole stockholder of INSUM Solutions Corp., a Delaware corporation (the “**Corporation**”), hereby consents in writing to the adoption of the following resolutions and to the actions that they authorize, all in lieu of actions taken at a duly called and held annual meeting of the sole stockholder pursuant to Section 228 of the *Delaware General Corporate Law*, and hereby directs that a copy of this written consent be inserted in the Corporation’s record book:

RESOLVED, that the number of Directors of the Company shall be at least three (3); and further

RESOLVED, that Mehdi Houas and Francis Mignault shall continue in their positions of Directors, and shall hold office until their successors are appointed, or, if earlier, until such Director’s death, resignation or removal; and further

RESOLVED, that the following persons are appointed as additional Directors of the Company, and shall hold office until their successors are appointed, or, if earlier, until such Director’s death, resignation or removal:

Hélène Kyriakakis;  
Jeroen Bent; and further

RESOLVED, that the following persons are removed from the Board of Directors of the Company:

Philippe Cassoulat;  
Mikaël Thépaut; and further

As a consequence, the Board of Directors is composed of Mehdi Houas, Francis Mignault, Hélène Kyriakakis and Jeroen Bent.

RESOLVED, that the following person is removed from the Officers of the Company:

Christophe Castellani; and further

RESOLVED, that any prior statements of the Company identifying this person authorized to execute documents on behalf of the Company are hereby rescinded and cancelled; and the persons authorized to execute documents on behalf of the Company shall be those authorized under the Company Operating Agreement and/or under applicable law; and further

RESOLVED, that the following persons are designated to be Officers of the Company, to serve in such respective capacities until his or her successor is designated, or, if earlier, until such Manager’s death, resignation or removal as provided in the Company Operating Agreement:

<u><b>Name</b></u>	<u><b>Position</b></u>
Hélène Kyriakakis	Vice-President

As a consequence, the Officers of the Company are Francis Mignault, Charles Brochu and Hélène Kyriakakis.



IN WITNESS WHEREOF, the undersigned Member has executed this Consent as of

July 1, 2023

DocuSigned by:

**Mehdi HOUAS**

**TALAN, LLC**

Represented by Medhi Houas

**JOHANNA SARFATI**  
**AVOCATE / ATTORNEY**

---

**CERTIFICATION**

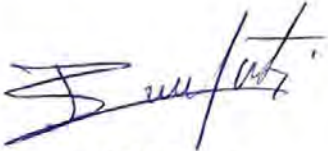
BY THE PRESENTS, I certify that I have verified the identity of Mehdi Houas and that the signature appearing on this *Questionnaire Form* is the signature of Mehdi Houas.

BY THE PRESENTS, I certify that I have verified the identity of Mikael Thépaut and that the signature appearing on this *Questionnaire Form* is the signature of Mikael Thépaut.

BY THE PRESENTS, I certify that I have verified the identity of Philippe Cassoulat and that the signature appearing on this *Questionnaire Form* is the signature of Philippe Cassoulat.

BY THE PRESENTS, I certify that I have verified the identity of Jeroen Bent and that the signature appearing on this *Questionnaire Form* is the signature of Jeroen Bent.

CERTIFIED at Montreal, Canada, on March 8, 2023.



Johanna SARFATI

Avocate 277468-2

## Certificat de réalisation

Identifiant d'enveloppe: 1D2CEB84DA074ED19CFFDE39BD8FD916

État: Complétée

Objet: Complétez avec DocuSign : Nassau\_Principal Questionnaire Form\_Template\_2022-05 JB.pdf, Nassau\_P...

Enveloppe source:

Nombre de pages du document: 20

Signatures: 4

Émetteur de l'enveloppe:

Nombre de pages du certificat: 8

Paraphe: 0

Rose McDonnell

Signature dirigée: Activé

21, rue Dumont d'Urville

Horodatage de l'enveloppe: Activé

PARIS, ILE-DE-FRANCE 75016

Fuseau horaire: (UTC+01:00) Bruxelles, Copenhague, Madrid, Paris

rose.mcdonnell@talan.com

Adresse IP: 217.108.117.161

## Suivi du dossier

État: Original

Titulaire: Rose McDonnell

Emplacement: DocuSign

01/03/2023 14:50:26

rose.mcdonnell@talan.com

## Événements de signataire

JEROEN BENT

jeroen.bent@pasapas.com

Président

Niveau de sécurité: E-mail, Authentification de compte (facultative)

## Signature

DocuSigned by:

JEROEN BENT

319FB243872D40A...

Sélection d'une signature : Style présélectionné

En utilisant l'adresse IP: 90.90.91.72

Signé à l'aide d'un périphérique mobile

## Horodatage

Envoyée: 01/03/2023 14:56:29

Renvoyé: 02/03/2023 09:10:35

Consultée: 02/03/2023 09:22:34

Signée: 02/03/2023 09:23:11

## Divulgarion relative aux Signatures et aux Dossiers électroniques:

Accepté: 06/12/2022 17:09:00

ID: e514221e-069b-4815-993e-d7d6ccbed4b8

Mehdi Houas

mehdi.houas@talan.com

Président

Talan

Niveau de sécurité: E-mail, Authentification de compte (facultative)

DocuSigned by:

Mehdi Houas

E737280F548D45E...

Sélection d'une signature : Style présélectionné

En utilisant l'adresse IP: 217.108.117.161

Envoyée: 01/03/2023 14:56:29

Consultée: 01/03/2023 15:04:30

Signée: 01/03/2023 15:04:33

## Divulgarion relative aux Signatures et aux Dossiers électroniques:

Accepté: 28/07/2022 15:10:42

ID: ffb042a-b91b-42bf-a7e5-6c4e86d718b7

Mikael Thepaut

mikael.thepaut@talan.com

CEO

Niveau de sécurité: E-mail, Authentification de compte (facultative)

DocuSigned by:

Mikael Thepaut

C5BD41BEB5994B8...

Sélection d'une signature : Écrit sur un appareil

En utilisant l'adresse IP: 82.132.244.250

Signé à l'aide d'un périphérique mobile

Envoyée: 01/03/2023 14:56:32

Renvoyé: 02/03/2023 09:10:35

Renvoyé: 02/03/2023 15:29:12

Renvoyé: 03/03/2023 10:24:03

Renvoyé: 03/03/2023 14:12:27

Consultée: 03/03/2023 16:59:21

Signée: 03/03/2023 17:01:01

## Divulgarion relative aux Signatures et aux Dossiers électroniques:

Accepté: 03/03/2023 10:38:43

ID: fde48c7b-5993-4a94-98d9-80510c85e102

Philippe Cassoulat

philippe.cassoulat@talan.com

Directeur Général

Ai3

Niveau de sécurité: E-mail, Authentification de compte (facultative)

DocuSigned by:

Philippe Cassoulat

521DCCF7BE42494...

Sélection d'une signature : Style présélectionné

En utilisant l'adresse IP: 217.108.117.161

Envoyée: 01/03/2023 14:56:31

Renvoyé: 02/03/2023 09:10:36

Consultée: 02/03/2023 10:02:39

Signée: 02/03/2023 10:02:45

Événements de signataire	Signature	Horodatage
--------------------------	-----------	------------

Divulgateion relative aux Signatures et aux Dossiers électroniques:  
Accepté: 02/03/2023 10:02:39  
ID: 5fef4032-6aa8-4e76-ae1c-0c2bbf3ccc3c

Événements de signataire en personne	Signature	Horodatage
--------------------------------------	-----------	------------

Événements de livraison à l'éditeur	État	Horodatage
-------------------------------------	------	------------

Événements de livraison à l'agent	État	Horodatage
-----------------------------------	------	------------

Événements de livraison intermédiaire	État	Horodatage
---------------------------------------	------	------------

Événements de livraison certifiée	État	Horodatage
-----------------------------------	------	------------

Événements de copie carbone	État	Horodatage
-----------------------------	------	------------

Événements de témoins	Signature	Horodatage
-----------------------	-----------	------------

Événements notariaux	Signature	Horodatage
----------------------	-----------	------------

Récapitulatif des événements de l'enveloppe	État	Horodatages
---	------	-------------

Enveloppe envoyée	Haché/crypté	01/03/2023 14:56:33
Livraison certifiée	Sécurité vérifiée	02/03/2023 10:02:39
Signature complétée	Sécurité vérifiée	02/03/2023 10:02:45
Complétée	Sécurité vérifiée	03/03/2023 17:01:01

Événements de paiement	État	Horodatages
------------------------	------	-------------

Divulgateion relative aux Signatures et aux Dossiers électroniques
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, TALAN (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact TALAN:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

#### **To advise TALAN of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [info@talan.com](mailto:info@talan.com) and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from TALAN**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [info@talan.com](mailto:info@talan.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number.

#### **To withdraw your consent with TALAN**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. . .

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify TALAN as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by TALAN during the course of your relationship with TALAN.

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, TALAN Group (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact TALAN Group:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [yael.muller@talan.com](mailto:yael.muller@talan.com)

### **To advise TALAN Group of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [yael.muller@talan.com](mailto:yael.muller@talan.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from TALAN Group**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [yael.muller@talan.com](mailto:yael.muller@talan.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with TALAN Group**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [yael.muller@talan.com](mailto:yael.muller@talan.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify TALAN Group as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by TALAN Group during the course of your relationship with TALAN Group.

**UNANIMOUS WRITTEN CONSENT IN LIEU OF AN ANNUAL MEETING  
OF THE SOLE STOCKHOLDER OF INSUM SOLUTIONS CORP.  
JANUARY 1, 2024**

The undersigned, being the sole stockholder of INSUM SOLUTIONS CORP., a Delaware corporation (the "**Corporation**"), hereby consents in writing to the adoption of the following resolutions and to the actions that they authorize, all in lieu of actions taken at a duly called and held annual meeting of the sole stockholder pursuant to Section 228 of the *Delaware General Corporate Law*, and hereby directs that a copy of this written consent be inserted in the Corporation's record book:

RESOLVED, that the number of Directors of the Company shall be at least three (3); and further

RESOLVED, that Hélène Kyriakakis, Mehdi Houas and Francis Mignault shall continue in their positions of Directors, and shall hold office until their successors are appointed, or, if earlier, until such Director's death, resignation or removal; and further

RESOLVED, that the following person is appointed as additional Director of the Company, and shall hold office until his successor is appointed, or, if earlier, until such Director's death, resignation or removal:

Philippe Cassoulat; and further

RESOLVED, that the following person is removed from the Board of Directors of the Company:

Jeroen Bent; and further

As a consequence, the Board of Directors is composed of Mehdi Houas, Francis Mignault, Hélène Kyriakakis and Philippe Cassoulat.

IN WITNESS WHEREOF, the undersigned Member has executed this Consent as of

January 1, 2024

DocuSigned by:

*Hélène Kyriakakis*

4BA06592BA2949A...

TALAN, LLC

Represented by Hélène Kyriakakis

COUNTY OF NASSAU

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

1. Name of the Entity: Insum Solutions Corp.

Address: 46 Beekman St.

City: Plattsburgh State/Province/Territory: NY Zip/Postal Code: 12901

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded: INSUM\_NASSAU\_Board Officers and Corporate Officers\_2023-12.pdf

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.

If none, explain.

100% of shares owned by:  
Talan LLC  
27 E 28th Street  
New York NY 10016

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.

Talan LLC - Parent Company  
Insum Solutions Inc. - Sister Corporation

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.

Are there lobbyists involved in this matter?  
YES [ ] NO [X]

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

No lobbyist

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

No lobbyist. Not applicable.

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

No lobbyist. Not applicable.

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

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

Electronically signed and certified at the date and time indicated by:  
Charles Brochu [CBROCHU@INSUM.CA]

Dated: 12/14/2023 02:04:33 pm

Title: VP, Executive Director, CSO

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

## Consultant's, Contractor's and Vendor's Disclosure Forms

### Question 4

**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**

Mehdi Houas - Director

Address: 13 avenue de la Bourdonnais Paris 75007 France

Jeroen Bent – CEO Americas and M&A

Address: 71 boulevard Bourdon Neuilly-sur-Seine 92200 France

Helene Kyriakakis - Vice-President

Address: 177, rue des Passereaux Montreal H3E 1X5 QC Canada

Francis Mignault - President and CEO

Address: 42 Birch, Gore, J0V 1K0 QC Canada

Charles Brochu – VP, Executive Director, CSO

Address: 62 Ave. Beloeil Montreal H2V 2Z2 QC Canada

Michelle Skamene - Senior VP

Address: 2230 Chemin Iroquois, Mont Royal, H3P2S5 QC Canada

Christopher Jackson – Senior Director, Sales and Business Development

Address: 2273 Brewster Street Minneapolis MN 55108



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

January 16, 2024

Nassau County Government  
240 OLD COUNTRY RD  
MINEOLA NY 11501

### Account Information:

Policy Holder Details :	INSUM SOLUTIONS CORP
-------------------------	----------------------



### Contact Us

#### Need Help?

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/16/2024

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

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

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (800) 524-7024	<b>FAX</b>
	(A/C, No, Ext):	
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> INSUM SOLUTIONS CORP PO BOX 677 PLATTSBURGH NY 12901-0677	<b>INSURER A:</b> Hartford Fire and Its P&C Affiliates	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

Nassau County Government  
240 OLD COUNTRY RD  
MINEOLA NY 11501

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS				2. INSURED'S FULL NAME AND MAILING ADDRESS			
Nassau County				Insum Solutions Inc., 9563857 Canada Inc. & Insum Corp.			
1550 Franklin Avenue				388 St-Jacques, suite 100			
Mineola NY POSTAL CODE 11501				Montréal Quebec POSTAL CODE H2Y 1S1			

### 3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Center of expertise and innovation in specialized Oracle databases or APEX development tool.  
//Insurance limits shown on this certificate are in US currency// The Additional Insured clause applies to the Commercial General Liability only.

### 4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

#### LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS MADE <b>OR</b> <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY  <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	Travelers Canada - TRV0369206	2023/03/31	2024/03/31	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	\$1,000	\$5,000,000
				- EACH OCCURRENCE		\$2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$2,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$2,000,000
				MEDICAL PAYMENTS		\$25,000
				TENANTS LEGAL LIABILITY	\$1,000	\$500,000
				POLLUTION LIABILITY EXTENSION		
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Travelers Canada - TRV0369206	2023/03/31	2024/03/31	NON OWNED AUTOMOBILE		\$2,000,000
<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <b>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</b>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
<b>EXCESS LIABILITY</b>  <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
				EACH OCCURRENCE		
<b>OTHER LIABILITY (SPECIFY)</b> <input checked="" type="checkbox"/> Professional Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2023/03/31	2024/03/31	AGGREGATE		
				Annual Aggregate		\$3,000,000
<input checked="" type="checkbox"/> Professional Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2023/03/31	2024/03/31	Errors & Omissions / per claim	\$10,000	\$3,000,000
<input checked="" type="checkbox"/> Cyber Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2023/03/31	2024/03/31	Cyber Liability / per claim	\$10,000	\$3,000,000

### 5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS				7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)			
Deslauriers (Laval)				Nassau County			
220-225 promenade du Centropolis				1550 Franklin Avenue			
Laval		QC	POSTAL CODE	H7T 0B3			
BROKER CLIENT ID: 80374				Mineola		NY	POSTAL CODE 11501

### 8. CERTIFICATE AUTHORIZATION

ISSUER Deslauriers (Laval)	CONTACT NUMBER(S) TYPE Téléphone NO. (450) 661-1653 x3358 TYPE Télécopieur NO. (450) 661-1432 TYPE NO. TYPE NO.
AUTHORIZED REPRESENTATIVE Isabelle Jolicoeur	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE 29 March 2023 EMAIL ADDRESS ijolicoeur@d-a.ca



## **Insum Solutions Corp.**

FINANCIAL STATEMENTS  
December 31, 2022



**INSUM SOLUTIONS CORP.**  
**FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022**

## CONTENTS

	<u>Page</u>
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT	1
FINANCIAL STATEMENTS	
Balance Sheet	2
Statement of Income and Retained Earnings	3
Statement of Cash Flows	4
Selected Information - Substantially All Disclosures Required by Accounting Principles Generally Accepted in the United States of America Are Not Included	5



## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Shareholder of  
Insum Solutions Corp.  
Plattsburgh, NY 12901

Management is responsible for the accompanying financial statements of Insum Solutions Corp. (a corporation), which comprise the balance sheet as of December 31, 2022, and the related statements of income and retained earnings and cash flows for the five-month period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Insum Solutions Corp.'s financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

A large, stylized handwritten signature in black ink that reads "Davis &amp; Hodgdon Advisors CPAs, PLLC".

Williston, Vermont  
November 1, 2023



**INSUM SOLUTIONS CORP.**

**BALANCE SHEET**  
**December 31, 2022**

	<u>2022</u>
<b>ASSETS</b>	
<b>CURRENT ASSETS</b>	
Cash	\$ 676,380
Accounts receivable, net	1,456,411
Work in progress	7,500
Prepaid expenses	<u>7,682</u>
Total current assets	<u>2,147,973</u>
<b>PROPERTY AND EQUIPMENT</b>	
Property and equipment	48,167
Less accumulated depreciation	<u>(46,171)</u>
Property and equipment, net	<u>1,996</u>
<b>OTHER ASSETS</b>	
Goodwill	<u>513,577</u>
Total assets	<u>\$ 2,663,546</u>
<b>LIABILITIES AND SHAREHOLDER'S EQUITY</b>	
<b>CURRENT LIABILITIES</b>	
Accounts payable	\$ 1,335,083
Accrued compensation	415,416
Other accrued expenses	15,181
Deferred revenue	<u>59,783</u>
Total current liabilities	<u>1,825,463</u>
<b>NON-CURRENT LIABILITIES</b>	
Deferred tax liability	<u>53,888</u>
Total long-term liabilities	<u>53,888</u>
Total liabilities	<u>1,879,351</u>
<b>SHAREHOLDER'S EQUITY</b>	
Common stock, \$.01 par value, 5,000 shares authorized, 100 shares issued and outstanding in 2022	1
Additional paid-in-capital	522,689
Retained earnings	<u>261,505</u>
Total shareholder's equity	<u>784,195</u>
Total liabilities and shareholder's equity	<u>\$ 2,663,546</u>

See Independent Accountants' Compilation Report.

**INSUM SOLUTIONS CORP.**

**STATEMENT OF INCOME AND RETAINED EARNINGS**  
**For the Five-Month Period Ended December 31, 2022**

	<u>2022</u>
SALES	<u>\$ 3,637,509</u>
OPERATING EXPENSES	
Contract services	1,601,570
Salaries and wages	1,589,606
Payroll taxes	92,332
Employee benefits	116,045
Outside services	45,690
Professional fees	29,892
Travel	22,372
Rent	7,359
Office supplies	3,932
Insurance	2,955
Utilities	889
Depreciation	653
Advertising	<u>498</u>
Total operating expenses	<u>3,513,793</u>
Net income before income taxes	123,716
Income tax expense	<u>(30,191)</u>
Net income	93,525
Retained earnings, beginning of year	<u>167,980</u>
Retained earnings, end of year	<u>\$ 261,505</u>

See Independent Accountants' Compilation Report.



**INSUM SOLUTIONS CORP.**  
**STATEMENT OF CASH FLOWS**  
**For the Five-Month Period Ended December 31, 2022**

	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	\$ 93,525
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	653
Deferred income taxes	(16,618)
Changes in:	
Accounts receivable	269,331
Work in progress	50,225
Prepaid expenses	17,032
Accounts payable	(276,189)
Accrued compensation	(87,721)
Other accrued expenses	(72,916)
Deferred revenue	<u>11,410</u>
Net cash used by operating activities	<u>(11,268)</u>
Net change in cash	(11,268)
Cash	
Beginning of year	<u>687,648</u>
End of year	<u>\$ 676,380</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION	
Cash paid during the year for:	
Income Taxes	<u>\$ 10,299</u>

See Independent Accountants' Compilation Report.

**INSUM SOLUTIONS CORP.**

**SELECTED INFORMATION – Substantially All Disclosures Required by Accounting Principles  
Generally Accepted in the United States of America Are Not Included  
December 31, 2022**

**Note 1. Nature of Business**

Insum Solutions Corp. (the Company) is a Delaware corporation, which was formed on July 26, 2013. The Company is a center of expertise and innovation specialized in Oracle databases and the APEX development tool. Along with their Canadian parent entity, they are North America's largest Oracle APEX consultation and development firm.

For additional information, refer to the Company's website at [www.insum.ca](http://www.insum.ca).



Certified: --

**E-106-22**

Filed with the Clerk of the Nassau County  
Legislature: 08/31/2022 12:24PM

**NIFS ID: CLIT22000002**

Capital: X

Contract ID #: CFIT19000003

NIFS Entry Date: 06/22/2022

**Department: Information Technology**

Service: Consultant Services

Term: from 04/01/2022 to 03/03/2023

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	No

<b>Vendor/Municipality Info:</b>	
Name: Insum Solutions Corp.	ID#:421776423
Main Address: 46 Beekman StPlattsburgh, NY 12901	
Main Contact: Christopher Jackson	
Main Phone: (866) 887-1670	

<b>Department:</b>
Contact Name: Rosemarie Torla
Address: 240 Old Country Road Mineola, NY 11510
Phone: (516) 571-4451
Email: RTorla@nassaucountyny.gov

## Contract Summary

**Purpose:** Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool. Ratification of this Amendment will increase the "Maximum Amount" of \$1,500,000 by an additional \$750,000, thereby making the contract "maximum amount" to be paid under this contract, \$2,250,000. In addition, the Amendment requests an encumbrance of \$500,000, to be made available upon execution.

**Method of Procurement:** RFP# IT0129-1906

**Procurement History:** The Contract was entered into after a written request for proposals was issued on January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday , posting on

industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 22, 2019. Three proposals were received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**Description of General Provisions:** Insum consultants will be required to assist in the following:

- \* Elaborate, review and finalize functional business requirements (BRD) into application design and technical requirements.
- \* Design data model and develop back-end databases as required.
- \* Provide and implement a user-friendly, intuitive, functional and easy to use front-end user interfaces.
- \* Design and develop data access processes to load data from various data sources.
- \* Generate visually appealing data analysis charts and dashboards
- \* Load configuration and historical data into Oracle database
- \* Complete technical documentation of design and development of above artefacts where applicable according to the standard of the County. These may include Solution Design Specifications, System Support Documents and other types of documentation as requested by the County.
- \* Provide application demos to county stakeholders and progress reports to technical team.
- \* Conduct unit and system integration testing; and develop and document test cases in partnership with County staff for user acceptance testing (UAT)
- \* Provide deployment scripts to migrate solutions from development environment to production server.
- \* Provide training and knowledge transfers to system administrators and county staff so that any future configuration and administration can be performed in-house

**Impact on Funding / Price Analysis:** \$750,000

**Change in Contract from Prior Procurement:** Increase in the "Maximum Amount" from \$1,500,000 to \$2,250,000

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 97103 000	05	\$500,000.00
Project Number		97103						
Project Detail		000						
TOTAL							\$500,000.00	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$0.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$500,000.00
% Decrease		Other	\$0.00
		Total	\$500,000.00

## Routing Slip

Department			
NIFS Entry	Rosemarie Torla	06/27/2022 03:38PM	Approved
NIFS Final Approval	Nancy Stanton	06/29/2022 08:01AM	Approved
Final Approval	Rosemarie Torla	07/01/2022 03:37PM	Approved
DPW			
Capital Fund Approval	Chris Yansick	07/20/2022 01:46PM	Approved
Final Approval	Chris Yansick	07/20/2022 01:46PM	Approved
County Attorney			
RE & Insurance Verification	Daniel Gregware	07/28/2022 09:52AM	Approved
Approval as to Form	Daniel Gregware	07/21/2022 01:44PM	Approved
NIFS Approval	Daniel Gregware	07/28/2022 09:52AM	Approved
Final Approval	Daniel Gregware	07/28/2022 09:52AM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	07/20/2022 02:02PM	Approved
NIFA Approval	Irfan Qureshi	07/29/2022 02:21PM	Approved
Final Approval	Irfan Qureshi	07/29/2022 02:21PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	07/29/2022 04:00PM	Approved
DCE Compliance Approval	Robert Cleary	07/29/2022 04:00PM	Approved
Vertical DCE Approval	Arthur Walsh	08/09/2022 09:20AM	Approved
Final Approval	Arthur Walsh	08/09/2022 09:20AM	Approved
Legislative Affairs Review			
Final Approval	Renee Reddy	08/31/2022 11:58AM	Approved

<b>Legislature</b>			
Final Approval	Crystal Albert	09/07/2022 05:18PM	Approved
<b>NIFA</b>			
NIFA Approval	Carl Dreyer	10/07/2022 04:23PM	Approved
<b>Comptroller</b>			
Claims Approval	Joseph Marcinek	09/14/2022 05:22PM	Approved
Legal Approval	Charlie Casolaro	09/15/2022 09:34AM	Approved
Accounting / NIFS Approval	Michael Cohen	09/15/2022 10:05AM	Approved
Deputy Approval	Beaumont Jefferson	09/28/2022 02:07PM	Approved
Final Approval	Beaumont Jefferson	09/28/2022 02:07PM	Approved

## Additional Info

Notes	Created By	Created On
PROJECT #97103 SUBJ: 00002, INSUM SOLUTIONS CORP.	RTORLA	07/15/2022 02:58 PM



Certified: --

**E-106-22**

**NIFS ID: CLIT22000002**

Capital: X

Contract ID #: CFIT19000003

NIFS Entry Date: 06/22/2022

**Department: Information Technology**

Service: Consultant Services

Term: from 04/01/2022 to 03/03/2023

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>No</b>
2) Comptroller Approval Form Attached:	<b>Yes</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>No</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>No</b>

Vendor/Municipality Info:	
Name: <b>Insum Solutions Corp.</b>	ID#: <b>421776423</b>
Main Address: <b>46 Beekman StPlattsburgh, NY 12901</b>	
Main Contact: <b>Christopher Jackson</b>	
Main Phone: <b>(866) 887-1670</b>	

Department:
Contact Name: <b>Rosemarie Torla</b>
Address: <b>240 Old Country Road Mineola, NY 11510</b>
Phone: <b>(516) 571-4451</b>
Email: <b>RTorla@nassaucountyny.gov</b>

## Contract Summary

**Purpose:** Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool. Ratification of this Amendment will increase the "Maximum Amount" of \$1,500,000 by an additional \$750,000, thereby making the contract "maximum amount" to be paid under this contract, \$2,250,000. In addition, the Amendment requests an encumbrance of \$500,000, to be made available upon execution.

**Method of Procurement:** RFP# IT0129-1906

**Procurement History:** The Contract was entered into after a written request for proposals was issued on January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in *Newsday*, posting on

industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 22, 2019. Three proposals were received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**Description of General Provisions:** Insum consultants will be required to assist in the following:

- \* Elaborate, review and finalize functional business requirements (BRD) into application design and technical requirements.
- \* Design data model and develop back-end databases as required.
- \* Provide and implement a user-friendly, intuitive, functional and easy to use front-end user interfaces.
- \* Design and develop data access processes to load data from various data sources.
- \* Generate visually appealing data analysis charts and dashboards
- \* Load configuration and historical data into Oracle database
- \* Complete technical documentation of design and development of above artefacts where applicable according to the standard of the County. These may include Solution Design Specifications, System Support Documents and other types of documentation as requested by the County.
- \* Provide application demos to county stakeholders and progress reports to technical team.
- \* Conduct unit and system integration testing; and develop and document test cases in partnership with County staff for user acceptance testing (UAT)
- \* Provide deployment scripts to migrate solutions from development environment to production server.
- \* Provide training and knowledge transfers to system administrators and county staff so that any future configuration and administration can be performed in-house

**Impact on Funding / Price Analysis:** \$750,000

**Change in Contract from Prior Procurement:** Increase in the "Maximum Amount" from \$1,500,000 to \$2,250,000

**Recommendation:** Approve as Submitted



## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 97103 000	05	\$500,000.00
Project Number		97103						
Project Detail		000						
TOTAL							\$500,000.00	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$0.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$500,000.00
% Decrease		Other	\$0.00
		Total	\$500,000.00

## Routing Slip

Department			
NIFS Entry	Rosemarie Torla	06/27/2022 03:38PM	Approved
NIFS Final Approval	Nancy Stanton	06/29/2022 08:01AM	Approved
Final Approval	Rosemarie Torla	07/01/2022 03:37PM	Approved
DPW			
Capital Fund Approval	Chris Yansick	07/20/2022 01:46PM	Approved
Final Approval	Chris Yansick	07/20/2022 01:46PM	Approved
County Attorney			
RE & Insurance Verification	Daniel Gregware	07/28/2022 09:52AM	Approved
Approval as to Form	Daniel Gregware	07/21/2022 01:44PM	Approved
NIFS Approval	Daniel Gregware	07/28/2022 09:52AM	Approved
Final Approval	Daniel Gregware	07/28/2022 09:52AM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	07/20/2022 02:02PM	Approved
NIFA Approval	Irfan Qureshi	07/29/2022 02:21PM	Approved
Final Approval	Irfan Qureshi	07/29/2022 02:21PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	07/29/2022 04:00PM	Approved
DCE Compliance Approval	Robert Cleary	07/29/2022 04:00PM	Approved
Vertical DCE Approval	Arthur Walsh	08/09/2022 09:20AM	Approved
Final Approval	Arthur Walsh	08/09/2022 09:20AM	Approved
Legislative Affairs Review			
Final Approval	Renee Reddy	08/31/2022 11:58AM	Approved

<b>Legislature</b>			
Final Approval			In Progress
<b>Comptroller</b>			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

## Additional Info

Notes	Created By	Created On
PROJECT #97103 SUBJ: 00002, INSUM SOLUTIONS CORP.	RTORLA	07/15/2022 02:58 PM

RULES RESOLUTION NO.    – 2022

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Insum Solutions Corp. for Oracle APEX consulting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

## Amendment #2

THIS AMENDMENT (together with the schedules, appendices, attachments, and exhibits, if any, this "Amendment") dated as of the date this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Insurn Solutions Corp., having its principal office at 46 Beekman Street, Plattsburgh, NY 12901 (the "Contractor").

WHEREAS, pursuant to County contract number CFIT19000003 between the County and the Contractor, executed on behalf of the County on March 4, 2020, as amended by amendment 1, CLIT21000001, executed on behalf of the County on June 16, 2021 (collectively, the "Original Agreement"), the Contractor performs Oracle APEX Consulting Services for the Department, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement is from March 4, 2020 to March 3, 2023, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services provided under the Original Agreement is One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Agreement to increase the Maximum Amount.

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


1. Maximum Amount: The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Two Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00).
2. Partial Encumbrance: The Contractor understands that an additional Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) is being encumbered at this time. The Contractor is cautioned not to perform Services that would cause billings to exceed the amount of encumbered funds. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this Amended Agreement by the Nassau County Comptroller.

3. Full Force and Effect: All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the remainder of the Term.

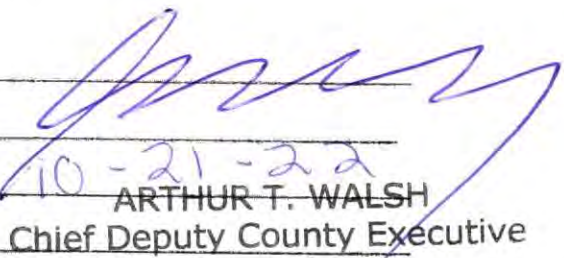
[Remainder of Page Intentionally Left Blank.]

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

INSUM SOLUTIONS CORP.

Name:   
Title: Sr. Director - Bus. Development  
Date: June 10, 2022  
By: Christopher Jackson

NASSAU COUNTY

Name:   
Title:   
Date: 10-21-22  
By: ARTHUR T. WALSH  
Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK

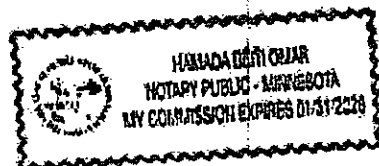
STATE OF ~~NEW YORK~~ MINNESOTA

) ss.:

COUNTY OF ~~NASSAU~~ HENNEPIN

On the 10 day of JUNE in the year 2022 before me personally came Christopher A  
to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of  
Jackson; that he or she is the Sr. Director of Business Development, the  
corporation described herein and which executed the above instrument; and that he or she signed his or her name  
thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



State of MN County of Hennepin  
Subscribed and sworn before me on 6/10/2022  
Harada (Date)  
(Notary Signature)

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 21<sup>ST</sup> day of OCTOBER in the year 2022 before me personally came Arthur T. Walsh  
to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of  
NASSAU; that he or she is a Chief Deputy County Executive of the County of Nassau, the municipal corporation  
described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant  
to Section 205 of the County Government Law of Nassau County.

Renee Reddy  
NOTARY PUBLIC

RENEE S REDDY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01RE6434298  
Qualified in Nassau County  
Commission Expires June 6, 2026



## Nassau County Interim Finance Authority

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

**1. Vendor: Insum Solutions Corp.**

**2. Amount requiring NIFA approval: \$750,000.00**

**Amount to be encumbered: \$500,000.00**

Slip Type: 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: 04/01/2022 to 03/03/2023**

Has work or services on this contract commenced? Yes

If yes, please explain: This vendor has been providing services to the county since 2019. The consultants in place continue to work

**4. Funding Source:**

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool. Ratification of this Amendment will increase the "Maximum Amount" of \$1,500,000 by an additional \$750,000, thereby making the contract "maximum amount" to be paid under this contract, \$2,250,000.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------



## 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.

IQURESHI

07/29/2022

---

**Authenticated User**

**Date**

---

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

**If this is a capital project:**

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

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

---

**Authenticated User**

**Date**

---

## NIFA

Amount being approved by NIFA:

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

---

**Authenticated User**

**Date**

---

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

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

**NIFA reserves the right to request additional information as needed.**

Elaine Phillips  
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:** Insum Solutions Corp

**CONTRACTOR ADDRESS:** 46 Beekman Street, Plattsburgh, NY 11501

**FEDERAL TAX ID #:** 42-1776423

**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 March 4, 2020 [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 RFP #IT0829-1629, was issued on 9/26/16. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and by publication on the County website. Proposals were due on 10/28/16. Four(4), proposals were received and evaluated. The evaluation committee consisted of five(5) staff, Keith Hill (IT), Al Perez (IT), Simay Alpogel(IT), Steve Barry (IT) and Mark Doxey(Comptroller). proposals were scored and ranked. As a result the highest-ranking proposer was selected. [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

6/27/22  
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.



Plattsburg, June 3, 2022

**NASSAU COUNTY**

State of New-York

Attention: Ms Rosemarie Torla

240 Old Country Rd.

Mineola NY 11501

SUBJECT: Change of ownership of Insum Solutions Corp.

Dear Ms Torla,

As discussed, we hereby confirm that on November 15<sup>th</sup>, 2021, all shares outstanding of Insum Solutions Corp. were acquired by Talan LLC, a Delaware limited liability company specializing in digital innovation and transformation.

Other than the change in ownership, there is no change in the legal structure, the management team nor to the operations of Insum Solutions Corp. As such, all contractual documents will continue to be signed by Insum Solutions Corp.

Please feel free to contact us should you have any questions or concerns.

Yours Truly,

*Charles Brochu*

Charles Brochu

Sr VP, Administration

**UNANIMOUS JOINT WRITTEN CONSENT ACTION  
OF THE BOARD OF DIRECTORS  
OF  
INSUM SOLUTIONS CORP.**

**November 15, 2021**

The undersigned, being all of the members of the Board of Directors (the "Board") of Insum Solutions Corp., a Delaware corporation (the "Company"), do hereby adopt the following resolutions by written consent pursuant to Section 141(f) of the Delaware General Corporate Law, effective as of the date first written above, with such resolutions to have the same force and effect as if they had been adopted at a duly convened meeting.

**1. Waiver of Notice.**

**RESOLVED**, that any and all notice to take any action in adopting the following resolutions be, and it hereby is, waived by the undersigned.

**2. Election of Directors.**

**WHEREAS**, the sole shareholder of the Company, Talan, LLC (the "Shareholder"), appointed the undersigned to serve as the Board by written consent as of the date hereof, immediately preceding these resolutions; and

**WHEREAS**, the Board deems it advisable and in the best interests of the Company and the Shareholder to appoint the following officers of the Company (the "Authorized Representatives") to serve in the capacities set forth below opposite each of their names.

**NOW, THEREFORE, BE IT RESOLVED**, that the following persons be, and each hereby is, appointed as an officer of the Company in the capacities so indicated, to serve in such capacity until his or her successor shall have been duly appointed and qualified or until his or her prior death, resignation or removal:

Michel St-Amour	President
Francis Mignault	Vice President
Charles Brochu	Vice President
Christophe Castellani	Vice President
Jean-Francois D'Amour	General Manager

**FURTHER RESOLVED**, that, following the foregoing appointments, the preceding persons, in the capacities so indicated, constitute all of the appointed officers of the Company, unless and until their respective successor shall have been duly appointed and qualified or until his or her prior death, resignation or removal.

**FURTHER RESOLVED**, that any and all actions heretofore or hereafter taken by the officers of the Company or by any one of them (or any of their designees), consistent with the intent

Error! Unknown document property name.

Error! Unknown document property name.

and purpose of the foregoing resolutions, are hereby authorized, ratified and approved in all respects by and on behalf of the Company.

**3. General Authority; Ratification of Prior Acts.**

**RESOLVED**, that the Authorized Representatives be, and each of them hereby is, authorized and empowered, for and on behalf of the Company, to take or cause to be taken all such action and to execute or cause to be executed all such certificates, instruments, agreements and other documents as the Authorized Representatives, or any one of them, may deem necessary or desirable to carry out the provisions of the foregoing resolutions, with the taking of any such action being conclusive evidence of the authority of such Authorized Representative.

**FURTHER RESOLVED**, that any and all actions heretofore or hereafter taken or caused to be taken by the officers, agents and representatives of the Company, or any one of them, consistent with the tenor and purport of the foregoing resolutions, are hereby ratified, confirmed and approved in all respects for and on behalf of the Company.

. . . . .


This Unanimous Joint Written Consent Action of the Board of Directors may be executed in one or more counterparts, which together shall constitute one and the same document, and may be transmitted via an email PDF file that, when so executed and delivered, shall be deemed an original Unanimous Joint Written Consent Action of the the Board of Directors.

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned have executed this Unanimous Joint Written Consent Action of the Board of Directors as of the date first written above.

**BOARD OF DIRECTORS:**

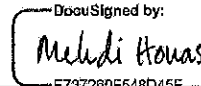
DocuSigned by:



C5BD448E95094B8...

Mikael Thépaut

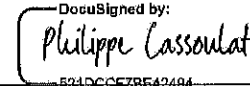
DocuSigned by:



5737200F548D45E...

Mehdi Houas

DocuSigned by:



524DCCF78E42404...

Philippe Cassoulat

[Signature page to Unanimous Joint Written Consent Action of the Board of Directors – Insum Solutions Corp.]



**WRITTEN CONSENT ACTION  
OF THE SOLE SHAREHOLDER**

**OF**

**INSUM SOLUTIONS CORP.**

**November 15, 2021**

The undersigned, being the sole shareholder (the "Shareholder") of Insum Solutions Corp., a Delaware corporation (the "Company"), does hereby adopt the following resolutions by written consent pursuant to Section 228 of the Delaware General Corporate Law, effective as of the date first written above, with such resolutions to have the same force and effect as if they had been adopted at a duly convened meeting.

**1. Waiver of Notice.**

**RESOLVED**, that any and all notice to take any action in adopting the following resolutions be, and it hereby is, waived by the undersigned.

**2. Election of Directors.**

**WHEREAS**, as a result of and pursuant to that certain Share Purchase and Contribution Agreement, dated as of the date hereof, by and among the Shareholder, 9563857 Canada Inc., the Shareholders party thereto, Talan SAS, and the Company, the Shareholder became the sole shareholder of the Company;

**WHEREAS**, as of the date hereof, Anton Nielsen, Francis Mignault, Michel St-Amour, Patrick Bonneville and Roger Leblanc have resigned as directors of the Company; and

**WHEREAS**, the Shareholder deems it advisable and in the best interests of the Company to elect the following individuals to serve as directors of the Company (the "Directors").

**NOW, THEREFORE, BE IT RESOLVED**, that each of Mikael Thepaut, Mehdi Houas, and Philippe Cassoulat be, and each hereby is, elected as a director of the Company, to serve in such capacity until his or her successor shall have been duly appointed and qualified or until his or her prior death, resignation or removal, such that, after giving effect to such appointments, the members of the Board shall consist solely of the foregoing individuals.

**FURTHER RESOLVED**, that any and all actions heretofore or hereafter taken by the Directors or by any one of them (or any of their designees), consistent with the intent and purpose of the foregoing resolutions are hereby authorized, ratified and approved in all respects by and on behalf of the Company.

**3. General Authority; Ratification of Prior Acts.**

**RESOLVED**, that the Directors, and each of them hereby is, authorized and empowered, for and on behalf of the Company, to take or cause to be taken all such action and to execute or cause to be executed all such certificates, instruments, agreements and other documents as the Directors, or any one of them, may deem necessary or desirable to carry out the provisions of the

Error! Unknown document property name.

Error! Unknown document property name.

foregoing resolutions, with the taking of any such action being conclusive evidence of the authority of such Director.

**FURTHER RESOLVED**, that any and all actions heretofore or hereafter taken or caused to be taken by the officers, agents and representatives of the Company, or any one of them, consistent with the tenor and purport of the foregoing resolutions, are hereby ratified, confirmed and approved in all respects for and on behalf of the Company.

• • • • •

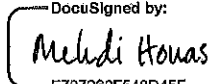
This Written Consent Action of the Sole Shareholder may be executed in one or more counterparts, which together shall constitute one and the same document, and may be transmitted via an email PDF file that, when so executed and delivered, shall be deemed an original Written Consent Action of the Sole Shareholder.

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned has executed this Written Consent Action of the Sole Shareholder as of the date first written above.

**SHAREHOLDER:**

**TALAN, LLC**

By:  DocuSigned by:  
Name: Mehdi HOUAS  
Title: Chairman of the TALAN GROUP

[Signature page to Written Consent Action of the Sole Shareholder – Insum Solutions Corp.]

**NEW YORK STATE DEPARTMENT OF STATE**  
**Division of Corporations, State Records and UCC**  
**One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231**

---

**TO: CHRISTOPHER J. LEFF, ESQ.**  
**PAUL FRANK + COLLINS P.C.**  
**ONE CHURCH STREET, PO BOX 1307**  
**BURLINGTON VT 05402-1307**

**160603000471**

FILING RECEIPT

=====

ENTITY NAME: INSUM SOLUTIONS CORP.

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOREIGN BUS)

COUNTY: CLIN

=====

FILED:06/03/2016 DURATION:PERPETUAL CASH#:160603000492 FILM #:160603000471  
DOS ID:4957476

FILER:

EXIST DATE

-----

-----

CHRISTOPHER J. LEFF, ESQ.  
PAUL FRANK + COLLINS P.C.  
ONE CHURCH STREET, PO BOX 1307  
BURLINGTON, VT 05402-1307

06/03/2016

ADDRESS FOR PROCESS:

-----

PAUL + COLLINS P.C.  
ATTN: CHRISTOPHER J. LEFF, ESQ  
BURLINGTON, VT 05402-1307

PO BOX 1307

REGISTERED AGENT:

-----



The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the biennial statement is due will only be made via email. Please go to [www.email.ebiennial.dos.ny.gov](http://www.email.ebiennial.dos.ny.gov) to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: \*\* NO SERVICE COMPANY \*\*

SERVICE CODE: 00

FEES            260.00  
-----  
FILING          225.00  
TAX            0.00  
CERT           0.00  
COPIES          10.00  
HANDLING       25.00

PAYMENTS       260.00  
-----  
CASH            0.00  
CHECK           0.00  
CHARGE          260.00  
DRAWDOWN       0.00  
OPAL            0.00  
REFUND          0.00

=====

DOS-1025 (04/2007)

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the  
Department of State, at the City of Albany,  
on June 6, 2016.

*Anthony Giardina*

Anthony Giardina  
Executive Deputy Secretary of State

160603000471

New York State Department of State

Division of Corporations, State Records and Uniform Commercial Code  
One Commerce Plaza, 99 Washington Avenue  
Albany, NY 12231  
www.dos.ny.gov

**APPLICATION FOR AUTHORITY  
OF**

Insum Solutions Corp.

**Under Section 1304 of the Business Corporation Law**

**FIRST:** The name of the corporation is Insum Solutions Corp.

**SECOND:** The jurisdiction in which the corporation was organized is Delaware. The date of its incorporation is August 1, 2013.

**THIRD:** This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.


**FOURTH:** The county within this state in which the office of the corporation is to be located is Clinton County.

**FIFTH:** The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

Paul Frank + Collins P.C.  
Attn: Christopher J. Leff, Esq.  
PO Box 1307  
Burlington, VT 05402-1307

**SIXTH:** The foreign corporation has not since its incorporation, or since the date its authority to do business in New York was last surrendered, engaged in any activity in this state.

INSUM SOLUTIONS CORP.



By: \_\_\_\_\_  
Michel St-Amour, President

160603000471

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSUM SOLUTIONS CORP." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF JUNE, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



5374311 8300

SR# 20164271955

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202423499

Date: 06-02-16



471

**APPLICATION FOR AUTHORITY  
OF**

Insum Solutions Corp.

**Under Section 1304 of the Business Corporation Law**

Filed by: Christopher J. Leff, Esq.  
Paul Frank + Collins P.C.  
One Church Street, PO Box 1307  
Burlington, VT 05402-1307

6732710\_1:11285-00017

FILED

2016 JUN -3 PM 2:50

ICC  
STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED JUN 03 2016

TAX \$ \_\_\_\_\_

BY: pe

RECEIVED

2016 JUN -3 PM 12:08

492



New York State Department of  
**Taxation and Finance**  
Office of Processing and Taxpayer Services  
W A Harriman Campus  
Albany NY 12227

Date: 2/4/2016

## Account Verification Notice: New York State Withholding Tax

INSUM SOLUTIONS CORP  
JEAN-FRANCOIS DOYLE-BUREAU 545  
35 RUE PORT-ROYAL EST.  
MONTREAL QC H3L-3T1  
CANADA

Dear Employer:

A New York State withholding tax account for the above-named entity has been opened  
(or reactivated) with identification number 421776423 8.  
If corrections are necessary, return this form as soon as possible to:

NYS TAX DEPARTMENT  
WT ACCOUNT RESOLUTION UNIT  
W A HARRIMAN CAMPUS  
ALBANY NY 12227

### Changes in account information

Identification number

Mailing address

Physical address

Paid preparer address

c/o:

Contact person: \_\_\_\_\_

Daytime phone: (\_\_\_\_) \_\_\_\_\_

Enclosed are forms and information that may be useful to a new employer.

### Need help?



- Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)
- get information and manage your taxes online
  - check for new online services and features



Telephone assistance

**Withholding Tax** Information Center: (518) 485-6654

To order forms and publications: (518) 457-5431



**Text Telephone (TTY) Hotline** for persons with hearing and speech disabilities using a TTY: if you have access to a TTY, contact us at (518) 485-5082. If you do not own a TTY, check with independent living centers or community action programs to find out where machines are available for public use.



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

COUNTY OF NASSAU

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

1. Name of the Entity: Insum Solutions Corp.

Address: 46 Beekman St.

City: Plattsburgh State/Province/Territory: NY Zip/Postal Code: 12901

Country: US

2. Entity's Vendor Identification Number: 42-1776423

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded Q4 - Vendor Disclosure Form\_v2.docx

*No principals have been attached to this form.*

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.

If none, explain.

100% of shares owned by:

Talan LLC

33 Irving Pl 3rd floor

New York NY 10003

*No shareholders, members, or partners have been attached to this form.*

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.

Talan LLC - Parent Company

Insum Solutions Inc. - Sister Corporation

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

No lobbyist

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

No lobbyist. Not applicable.

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

No lobbyist. Not applicable.

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

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

Electronically signed and certified at the date and time indicated by:

Charles Brochu [CBROCHU@INSUM.CA]

Dated: 06/21/2022 10:50:43 AM

Title: Vice President and Senior VP, Administration

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

# CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

<b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b>				<b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b>			
Nassau County				Insum Solutions Inc., 9563857 Canada Inc. & Insum Corp.			
1550 Franklin Avenue				388 St-Jacques, suite 100			
Mineola		NY		POSTAL CODE 11501		Montréal	
				Quebec		POSTAL CODE H2Y 1S1	

**3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured)  
 Center of expertise and innovation in specialized Oracle databases or APEX development tool.  
 //Insurance limits shown on this certificate are in US currency// The Additional Insured clause applies to the Commercial General Liability only.

## 4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

### LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

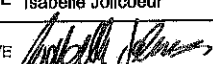
TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY  <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	Travelers Canada - TRV0369206	2022/03/31	2023/03/31	COMMERCIAL GENERAL LIABILITY	\$1,000	
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY		\$5,000,000
				- GENERAL AGGREGATE		\$2,000,000
				- EACH OCCURRENCE		\$2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$2,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$2,000,000
				MEDICAL PAYMENTS		\$25,000
				TENANTS LEGAL LIABILITY	\$1,000	\$500,000
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Travelers Canada - TRV0369206	2022/03/31	2023/03/31	POLLUTION LIABILITY EXTENSION		
				NON OWNED AUTOMOBILE		\$2,000,000
<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
				EACH OCCURRENCE		
<b>EXCESS LIABILITY</b>  <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				AGGREGATE		
<b>OTHER LIABILITY (SPECIFY)</b> <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Cyber Liability	La Souveraine, Compagnie d'assurance générale - INT79156709	2022/03/31	2023/03/31	Annual Aggregate		\$3,000,000
				Errors & Omissions / per claim	\$10,000	\$3,000,000
				Cyber Liability / per claim	\$10,000	\$3,000,000

## 5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

<b>6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b>				<b>7. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> (but only with respect to the operations of the Named Insured)			
Deslauriers & Associés Inc. (Laval)				Nassau County			
220-225 promenade du Centropolis				1550 Franklin Avenue			
Laval		QC		POSTAL CODE H7T 0B3			
BROKER CLIENT ID: 80374				Mineola		NY	
						POSTAL CODE 11501	

## 8. CERTIFICATE AUTHORIZATION

ISSUER Deslauriers & Associés Inc. (Laval)		CONTACT NUMBER(S) TYPE Téléphone NO. (450) 661-1653 x3358 TYPE Télécopieur NO. (450) 661-1432	
AUTHORIZED REPRESENTATIVE Isabelle Jolicoeur		TYPE NO. TYPE NO.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE 		DATE 28 March 2022 EMAIL ADDRESS jolicoeur@d-a.ca	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/02/2022

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

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

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (800) 524-7024 (A/C, No, Ext):	<b>FAX</b> (800) 524-4013 (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Fire and Its P&C Affiliates	
	<b>INSURER B:</b>	
<b>INSURED</b> INSUM SOLUTIONS CORP PO BOX 877 PLATTSBURGH NY 12901-0877	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC#</b> 00914	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB  DED RETENTION \$  OCCUR CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	76 WBG AB8KWD	08/04/2021	08/04/2022	X PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> Nassau County Government 240 OLD COUNTRY RD MINEOLA NY 11501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

August 2, 2022

Nassau County  
Christopher L. Nolan  
1 WEST ST STE 324  
MINEOLA NY 11501

## Account Information:

Policy Holder Details :	INSUM SOLUTIONS CORP
-------------------------	----------------------



## Contact Us

### Need Help?

Start a live chat online or call us at  
(866) 467-8730.

We're here weekdays from 8:00 AM to  
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/02/2022

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

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

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (800) 524-7024 <b>(A/C, No, Ext):</b>	<b>FAX</b> <b>(A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Fire and Its P&C Affiliates <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> INSUM SOLUTIONS CORP PO BOX 677 PLATTSBURGH NY 12901-0677	<b>NAIC#</b> 00914	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY  GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> <b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	76 WBG AB6KWD	08/04/2022	08/04/2023	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$1,000,000 \$1,000,000 \$1,000,000

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

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

Nassau County  
Christopher L. Nolan  
1 WEST ST STE 324  
MINEOLA NY 11501

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.



E-212-19

Original Contract

NIFS ID: CFIT19000003

Department: Information Technology

Capital: X

SERVICE: APEX Consulting

Contract ID #: CFIT19000003

NIFS Entry Date: 26-JUL-19

Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

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

<b>Vendor Info:</b>	
Name: <b>Iusum Solutions Corp.</b>	Vendor ID#: <b>421776423-01</b>
Address: 46 Beekman Street	Contact Person: Charles Brochu
Plattsburgh, NY 12901	
	Phone: 514-387-1670 x 266

<b>Department:</b>	
Contact Name: Nancy Stanton ***Final Complete, Contract to Caresse Capolongo***	
Address: 240 Old Country Rd.	
Mincola, NY 11501	
Phone: 516-571-4311	

## Routing Slip

Department	NIFS Entry: X	29-JUL-19 -- CCAPOLONGO
Department	NIFS Approval: X	29-JUL-19 -- NSTANTON
DPW	Capital Fund Approved: X	07-AUG-19 -- CYANSICK
OMB	NIFA Approval: X	17-SEP-19 -- IQURESHI
OMB	NIFS Approval: X	29-JUL-19 -- SDEWS
County Atty.	Insurance Verification: X	29-JUL-19 -- AAMATO
County Atty.	Approval to Form: X	29-JUL-19 -- MMISRA
CPO	Approval: X	30-SEP-19 -- KOHAGENCE
DCEC	Approval: X	30-SEP-19 -- JCHIARA

Dep. CE	Approval: X	18-NOV-19 -- H WILLIAMS
Leg. Affairs	Approval/Review: X	26-NOV-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

**Purpose:** Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool

**Method of Procurement:** RFP# IT0129-1906

**Procurement History:** The Contract was entered into after a written request for proposals was issued on 1/29/2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and by publication on the County procurement website. Proposals were due on 2/22/2019. Three (3) proposals were received and evaluated. The evaluation committee consisted of five (3) staff: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the of the scoring and ranking, the highest-ranking proposer was selected.

**Description of General Provisions:** Insum consultants will be required to assist in the following:

- \* Elaborate, review and finalize functional business requirements (BRD) into application design and technical requirements.
- \* Design data model and develop back-end databases as required.
- \* Provide and implement a user-friendly, intuitive, functional and easy to use front-end user interfaces.
- \* Design and develop data access processes to load data from various data sources.
- \* Generate visually appealing data analysis charts and dashboards
- \* Load configuration and historical data into Oracle database
- \* Complete technical documentation of design and development of above artefacts where applicable according to the standard of the County. These may include Solution Design Specifications, System Support Documents and other types of documentation as requested by the County.
- \* Provide application demos to county stakeholders and progress reports to technical team.
- \* Conduct unit and system integration testing; and develop and document test cases in partnership with County staff for user acceptance testing (UAT)
- \* Provide deployment scripts to migrate solutions from development environment to production server.
- \* Provide training and knowledge transfers to system administrators and county staff so that any future configuration and administration can be performed in-house

Insum shall provide the following deliverables to the County:

- \* Expert Oracle APEX consulting and development services as required on a continuous basis during the contract period.
- \* Design and develop software solutions that are user friendly, scalable and support the County's requirements on demand and as needed.
- \* Hold on-site project kick off meetings.
- \* Create and provide weekly status reports, issues log, attend weekly status meetings and other meetings as required

<ul style="list-style-type: none"> <li>* Implementation of new solutions as per requirements in consultation with the County</li> <li>* Integration, Unit, and User Acceptance Testing (UAT) of the proposed solution</li> <li>* Provide any installation, configuration, and implementation work as required to launch the solution on all required platforms such as Development, Staging and Production environment.</li> <li>* Mentor and transfer solution specific knowledge to County staff by including them in the design, development, configuration and deployment related activities throughout the project.</li> </ul>
<b>Impact on Funding / Price Analysis:</b> Maximum amount is \$1,500,000. Partial encumbrance of \$500,000. The contract term is for one year from the date of execution, with the option for a two year renewal.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCAPCAP	Revenue		01	PWCAPCAP/97103/00002	\$ 500,000.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:	97103	Capital	\$ 500,000.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 500,000.00</b>		<b>TOTAL</b>	<b>\$ 500,000.00</b>

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

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

1. Vendor: Insum Solutions Corp.

2. Dollar amount requiring NIFA approval: \$1500000

Amount to be encumbered: \$500000

This is a New

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: Upon Execution

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N

Has NIFA approved the borrowing for this contract?

N

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

Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

IQURESHI

17-SEP-19

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO. 292-2019

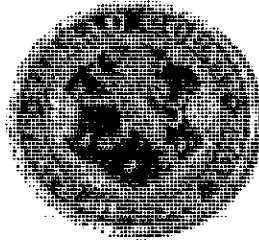
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF INFORMATION TECHNOLOGY, AND INSUM  
SOLUTIONS CORP. (“INSUM”)

Received of Mr. John C. ...  
 the sum of \$7.00  
 for ...  
 7

WHEREAS, the County has negotiated a personal services agreement with Insum in relation to Oracle APEX consulting services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

Jack Schairman  
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: Insum Solutions Corp.

CONTRACTOR ADDRESS: 46 Beekman Street, Plattsburgh, NY 12901

FEDERAL TAX ID #: 42-1776423

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

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

II. ☒ The contractor was selected pursuant to a Request for Proposals.  
The Contract was entered into after a written request for proposals was issued on  
January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement  
in Newsday, posting on industry websites, via email to interested parties and by publication on the  
County procurement website. Proposals were due on February 22, 2019. Three proposals were  
received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT),  
and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and  
ranking, the highest-ranking proposer was selected.



- ☐ 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.

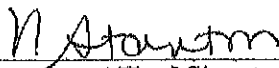
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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

7-29-19  
Date

### CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Room 608, Mineola NY 11501 (the "Department") and (ii) Insurn Solutions Corp, having its principal office at 46 Beekman Street, Plattsburgh, NY 12901 (the "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the Oracle APEX Consulting services for the Department of Information Technology described in this Agreement; and

WHEREAS, the County issued RFP # IT0129-1906 to solicit proposals for Oracle APEX Consulting services (Request for Proposals (RFP) attached as Exhibit D); and

WHEREAS, the County awarded a contract to Insurn Solutions Corp on March 13, 2019; and

WHEREAS, the Contractor desires 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;

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

1. Term. This Agreement shall commence on Effective Date and remain in effect for one (1) year, unless sooner terminated in accordance with the provisions of this Agreement. The Department may renew this Agreement under the same terms and conditions for an additional two (2) year period, at the Department's sole discretion.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of Oracle APEX Consulting services pursuant to Exhibit A (the "Services").

3. Payment. (a) (i) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, under this Agreement shall not exceed the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Maximum Amount"), which shall be payable according to the rate schedule fees in Exhibit B.

(ii) Partial Encumbrances. The Contractor understands that only Five Hundred Thousand Dollars (\$500,000.00) for Services is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this Agreement by the Nassau County Comptroller.

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

designated representative (the "Comptroller").

(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.

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event

that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

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

8. Ownership of Work Product/Right to Works.

(a) Any reports, documents, data, photographs, deliverables, and/or other materials provided to the Contractor by the County shall remain the property of the County and any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement shall be considered "Work Product". Work Product shall upon its creation become the exclusive property of the County. The County may use any Work Product prepared by the Contractor in such manner, for such purposes, and as often as the County may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the Contractor.

(b) The Work Product shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County is the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent such Work Product does not qualify as "work-made-for-hire", the Contractor hereby irrevocably transfers, assigns and conveys to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Work Product, and they shall be used by the Contractor for no other purpose without the prior written permission of the County. This Section 8 will not be construed as limiting Contractor from performing consulting services similar to the Services or provide deliverables and work product similar to the Work Product for or to other persons, provided that Contractor does so in compliance with the terms and conditions of this Agreement and does not breach the County's rights.

(c) In no case shall this Section 8 apply to, or prevent the Contractor from asserting or protecting its rights in, and in no case shall Work Product include, any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement, as well as any improvement made to such pre-existing material, irrespective of the moment at which it was produced.

(d) Contractor shall promptly and fully inform the County, in writing, of any intellectual property dispute, whether existing or potential, of which Contractor has knowledge, relating to any Work Product related to the subject matter of this Agreement or coming to Contractor's attention in connection with this Agreement.

9. Confidentiality.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement ("Confidential Information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County. Notwithstanding the foregoing, the following shall not be deemed "Confidential Information": information that: (a) was independently developed by Contractor

without reference to the Confidential Information of the County or any breach of this Agreement; (b) was at the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Contractor; (c) Contractor can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder; or (d) Contractor rightfully obtained from a third party who was not, to Contractor's knowledge, under any obligations of confidentiality with respect thereto, had the right to transfer or disclose it and who provided it not subject to any confidentiality obligation.

(b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure.

(c) Non-Disclosure Agreement (NDA). In furtherance of this Section, Contractor may be required to enter into an NDA.

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

10. Contractor Personnel

(a) The Contractor shall require that all Contractor Personnel providing Services under this Agreement to comply with all reasonable security requirements of the County.

(b) Key Personnel

(i) The Contractor acknowledges that the Contractor personnel identified in Exhibit B have unique skills, knowledge, training and experience such that the Contractor's representation that it will engage or employ such individuals to perform the Services was a material consideration in the award of this Agreement to the Contractor ("Key Personnel"). Except as otherwise agreed to by the parties in writing, the Contractor's engagement or employment of Key Personnel to perform the Services or their replacements made in accordance with this section 10 is an obligation of the Contractor.

(ii) Except as otherwise agreed to by the parties in writing, it is the intent of the parties that Key Personnel initially assigned to perform work under the Agreement continue through completion of the Services or such time as the parties mutually agree that an individual's responsibilities have been fulfilled under the Agreement. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the Contractor's control, as permitted by the County.

(iii) Within ten (10) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which appointment is subject to approval by the County, not to be unreasonably withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such transition period, including through other

Contractor resources providing services remotely. The Contractor shall deploy commercially reasonable efforts to ensure a smooth transition between the departing and newly-assigned individuals at no additional cost to the County, which transition must include the provision of knowledge transfer documentation, cooperation between the former and newly-assigned individuals, and an overlap, to the extent possible, in the assignment of the former and newly-assigned individual for a duration of a maximum of ten (10) business days, unless County consents to a longer period.

11. 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 claims, suits actions or proceedings which may be brought or instituted by a third party against one or more Indemnified Parties resulting from (i) a breach by the Contractor or a Contractor Agent, of applicable laws; or (ii) Contractor's or a Contractor Agent's negligence or willful misconduct including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including in connection with the investigation of any acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement. Notwithstanding the foregoing, in no event will Contractor be required to take any action that could have the effect of undermining its defense of a claim in action with this Agreement.

(d) Infringement Indemnification.

(i) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(ii) In addition to the foregoing, if the use of any Work Product

shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(iii) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(iv) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or proprietary right and the 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, the 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. The 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 the Contractor as is appropriate, including any jurisdictional defenses the County may have.

(e) Limitation of Liability. EXCEPT FOR LIABILITY RESULTING FROM CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY OBLIGATIONS, AND TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL CONTRACTOR'S TOTAL LIABILITY TO THE COUNTY FOR ANY DAMAGES OF ANY KIND OR NATURE, HOWSOEVER ARISING, EXCEED THE GREATER OF TWO (2) TIMES THE VALUE OF THE AGREEMENT OR THE ACTUAL AMOUNT INDEMNIFIED BY THE CONTRACTOR'S INSURER. THIS LIMITATION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY.

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

12. 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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the



Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

13. 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.

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the

Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible); a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

15. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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.

16. 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.

17. Work Performance Liability. The Contractor shall ensure that its Contractor Agents comply with the terms and conditions of this Agreement and the Contractor takes the same liability for its Contractor Agents as for itself hereunder.

18. 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.

19. 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.

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

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

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

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

21. 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.

22. Appendices, Exhibits and Attachments.

Conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:

- (i) This document, including County Appendices, EE and L
- (ii) Exhibit A (Scope of Services)
- (iii) Exhibit B (Cost of Services)
- (iv) Contractor's Proposal, including Best and Final Offer (Exhibit C)
- (v) County RFP (Exhibit D)

23. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

24. 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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

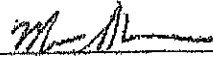
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

[Remainder of Page Intentionally Left Blank.]

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

INSUM SOLUTIONS CORP.

By: 

Name: Michel St-Amour

Title: President and CEO

Date: 2019/08/16

NASSAU COUNTY

By: 

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 3/4/20

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

ss.:  
COUNTY OF NASSAU)

On the 16 day of June in the year 2019 before me personally came Michel St. Amant to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Montreal, Quebec; that he or she is the President of Insum Solutions Corp., 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.

Weena L. Dibble  
NOTARY PUBLIC

WEENA L. DIBBLE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01D18011020  
Qualified in Clinton County  
My Commission Expires 07-27-2022

STATE OF NEW YORK)

ss.:  
COUNTY OF NASSAU)

On the 4 day of March in the year 2020 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the 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  
Sandra J. Vigliotti

LAURA J. VIGLIOTTI  
NOTARY PUBLIC STATE OF NEW YORK  
LIC. #01V0190782  
COMM. EXP. 08/04/2020  
COMMISSIONED IN NASS COUNTY



Certified:

**NIFS ID:CLIT21000001****Department: Information Technology****Capital:**

SERVICE: APEX Consulting

Contract ID #: CFIT19000003

NIFS Entry Date: 02-MAR-21

Term: from 04-MAR-20 to 03-MAR-23

*Amendment #1*

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Insum Solutions Corp.</b>	Vendor ID#: <b>421776423-01</b>
Address: 46 Beekman Street	Contact Person: Charles Brochu
Plattsburgh, NY 12901	
	Phone: 514-387-1670 x 266

<b>Department:</b>
Contact Name: Nancy Stanton ***Final Complete Contract to Caresse Capolongo***
Address: 240 Old Country Rd.
Mineola, NY 11501
Phone: 516-571-4311

**Routing Slip**

Department	NIFS Entry: X	02-MAR-21 -- CCAPOLONGO
Department	NIFS Approval: X	02-MAR-21 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	08-APR-21 -- IQURESHI
OMB	NIFS Approval: X	24-MAR-21 -- SDEWS
County Atty.	Insurance Verification: X	03-MAR-21 -- AAMATO
County Atty.	Approval to Form: X	03-MAR-21 -- MMISRA
CPO	Approval: X	20-APR-21 -- KOHAGEN

DCEC	Approval: X	21-APR-21 -- JCHIARA
Dep. CE	Approval: X	28-APR-21 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	25-MAY-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy: X	11-JUN-21 -- JSCHOEN
NIFA	NIFA Approval:	

## Contract Summary

<p><b>Purpose:</b> Insum Solutions Corp. is to provide ORACLE APEX Consulting services for Nassau County IT Department. Such Consulting services include: 1) Upgrade APEX 4.2 to 5.1, Training current staff on Apex 5.1, 2) Assisting with building applications for county departments upon request, 3) Applications to collecting fees on line, reduce paper and become more efficient, 4) LDAP integration, and 5) Password Reset Tool. The purpose of this amendment is to exercise the two (2) year renewal option extending the Term for an additional two (2) year period until 3/3/2023.</p>
<p><b>Method of Procurement:</b> RFP# IT0129-1906</p>
<p><b>Procurement History:</b> The Contract was entered into after a written request for proposals was issued on January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in <u>_Newsday_</u>, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on <u>_February 22, 2019.</u> <u>_Three_</u> proposals were received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.</p>
<p><b>Description of General Provisions:</b> Insum consultants will be required to assist in the following:</p> <ul style="list-style-type: none"> <li>* Elaborate, review and finalize functional business requirements (BRD) into application design and technical requirements.</li> <li>* Design data model and develop back-end databases as required.</li> <li>* Provide and implement a user-friendly, intuitive, functional and easy to use front-end user interfaces.</li> <li>* Design and develop data access processes to load data from various data sources.</li> <li>* Generate visually appealing data analysis charts and dashboards</li> <li>* Load configuration and historical data into Oracle database</li> <li>* Complete technical documentation of design and development of above artefacts where applicable according to the standard of the County. These may include Solution Design Specifications, System Support Documents and other types of documentation as requested by the County.</li> <li>* Provide application demos to county stakeholders and progress reports to technical team.</li> <li>* Conduct unit and system integration testing; and develop and document test cases in partnership with County staff for user acceptance testing (UAT)</li> <li>* Provide deployment scripts to migrate solutions from development environment to production server.</li> <li>* Provide training and knowledge transfers to system administrators and county staff so that any future configuration and administration can be performed in-house</li> </ul> <p>Insum shall provide the following deliverables to the County:</p> <ul style="list-style-type: none"> <li>* Expert Oracle APEX consulting and development services as required on a continuous basis during the contract period.</li> <li>* Design and develop software solutions that are user friendly, scalable and support the County's requirements on demand and as</li> </ul>



needed.

- \* Hold on-site project kick off meetings.
- \* Create and provide weekly status reports, issues log, attend weekly status meetings and other meetings as required
- \* Implementation of new solutions as per requirements in consultation with the County
- \* Integration, Unit, and User Acceptance Testing (UAT) of the proposed solution
- \* Provide any installation, configuration, and implementation work as required to launch the solution on all required platforms such as Development, Staging and Production environment.
- \* Mentor and transfer solution specific knowledge to County staff by including them in the design, development, configuration and deployment related activities throughout the project.

**Impact on Funding / Price Analysis:** No impact on funding. Contract is renewed for two years to 3/3/2023.

**Change in Contract from Prior Procurement:** N/A

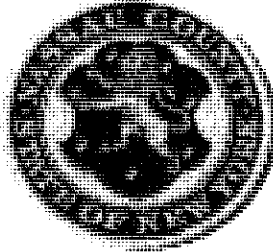
**Recommendation:** (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN1000	Revenue		03	ITGEN1000/DE505	\$ 0.01
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.01			\$ 0.00
Object:	DE505	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>

RENEWAL	
% Increase	
% Decrease	

Jack Schnitman  
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:** Insum Solutions Corp.

**CONTRACTOR ADDRESS:** 46 Beekman Street, Plattsburgh, NY 12901

**FEDERAL TAX ID #:** 42-1776423

***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 entered into after a written request for proposals was issued on January 29, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 22, 2019. Three proposals were received and evaluated. The evaluation committee consisted of: Al Perez (IT), Christine Levitsky (IT), and Stacey Schuman (IT). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**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.
- ☐ . 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.

Joseph Jacarino for Nancy Stanton  
Department Head Signature

3-4-2021

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 01/18 3

**Amendment #1**

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Insum Solutions Corp, having its principal office at 46 Beekman Street, Plattsburgh, NY 12901 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CFIT19000003 between the County and the Contractor, executed on behalf of the County on March 4, 2020 (the "Original Agreement"), the Contractor performs the Oracle APEX Consulting services for the Department, which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the term of the Original Agreement is from March 4, 2020 to March 3, 2021 (the "Term"); and

WHEREAS, the Original Contract has two (2) year renewal option under the same terms and conditions at the Department's sole discretion ("Renewal Option"); and

WHEREAS, the Department desires to exercise the Renewal Option in accordance with the terms and conditions set forth herein; and

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

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

1. Term Renewal. The County hereby exercises its two (2) year renewal option extending the Term for an additional two (2) year period so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 3, 2023, unless terminated sooner in accordance with the provisions of the Original Agreement.
2. Vendor Code of Ethics. By executing this Agreement, the Permittee hereby certifies and covenants that:
  - (i) The Permittee has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
  - (ii) All of the Permittee's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

- (iv) The Permittee will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - (v) The Permittee will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Permittee is required to retain other records pertinent to performance under this Agreement; and
  - (vi) The Permittee has obtained the certifications required by the Vendor Code of Ethics from any sub-contractors or other lower tier participants who have participated in procurements for work performed under this Agreement.
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW]

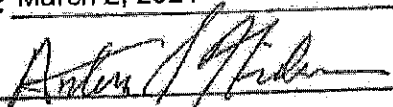
IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

INSUM SOLUTIONS CORP

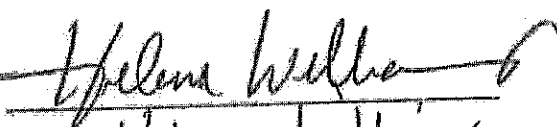
Name: Anton Nielsen

Title: VP Client Services

Date: March 2, 2021

By: 

NASSAU COUNTY

By: 

Name: Helena Williams

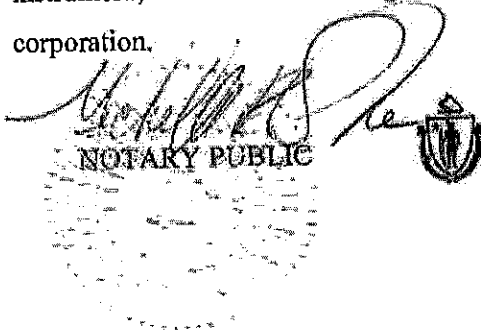
Title: Deputy County Executive

Date: 6/16/21

PLEASE EXECUTE IN BLUE INK

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

On the 2nd day of MARCH in the year 2021 before me personally came  
Anton T. Nielsen to me personally known, who, being by me duly sworn, did depose and say  
that he or she resides in the County of Plymouth; that he or she is the Director of  
Insur, 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.



MICHELLE R. SHEA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 17, 2026

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

On the 16 day of June in the year 2021 before me personally came  
Helena Williams to me personally known, who, being by me duly sworn, did depose and say  
that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of  
the County of Nassau, the municipal corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County  
Government Law of Nassau County.

Sara J. Vigliotti  
NOTARY PUBLIC

