



E-79-20

NIFS ID: CQPK200000011

Department: Parks

Capital:

SERVICE: License Agreement

Contract ID #: CQPK200000011

NIFS Entry Date: 06-APR-20

Term: from 15-MAR-20 to 14-MAR-25

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) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Coliesum Kitchen, Inc.	Vendor ID#: 271125329
Address: 1660 Old Country Road Plainview, NY 11803	Contact Person: Ralph Galdorisi
	Phone: 516-483-4900

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0272

Routing Slip

Department	NIFS Entry: X	23-APR-20 -- PABUFFOLINO
Department	NIFS Approval: X	23-APR-20 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	28-APR-20 -- IQURESHI
OMB	NIFS Approval: X	23-APR-20 -- SJACOB
County Atty.	Insurance Verification: X	23-APR-20 -- DMCDERMOTT
County Atty.	Approval to Form: X	23-APR-20 -- DMCDERMOTT
CPO	Approval: X	06-MAY-20 -- KOHAGENCE

DCEC	Approval: X	08-MAY-20 -- JCHIARA
Dep. CE	Approval: X	08-MAY-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	18-MAY-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: The County has granted Coliseum Kitchen to operate and manage full-service catering for private picnics, fairs, sporting events/tournaments, festivals and other large corporate events at various County parks to enhance the public use and enjoyment of County premises. Throughout the term of the agreement, including any renewal periods, the Licensee shall pay gross receipts percentage fees as follows: 12% of the gross receipts for each year of the agreement, including any extension. Gross receipts percentage payments shall be paid to the County on the 15th day of January, April, July and October for the prior quarter of each operate year.</p>
<p>Method of Procurement: PK0909-1955 issued on September 9, 2019. Seven (7) Proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, the five (5) highest-ranking proposers were selected. Coliseum Kitchen was one of the awarded Proposers.</p>
<p>Procurement History: : PK0909-1955 issued on September 9, 2019. Seven (7) Proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, the five (5) highest-ranking proposers were selected. Coliseum Kitchen was one of the awarded Proposers.</p>
<p>Description of General Provisions: The County has granted Coliseum Kitchen to operate and manage full-service catering for private picnics, fairs, sporting events/tournaments, festivals and other large corporate events at various County parks to enhance the public use and enjoyment of County premises. Throughout the term of the agreement, including any renewal periods, the Licensee shall pay gross receipts percentage fees as follows: 12% of the gross receipts for each year of the agreement, including any extension. Gross receipts percentage payments shall be paid to the County on the 15th day of January, April, July and October for the prior quarter of each operate year.</p>
<p>Impact on Funding / Price Analysis: Revenue Producing</p>
<p>Change in Contract from Prior Procurement: n/a</p>
<p>Recommendation: (approve as submitted)</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	PKGGEN3110DE500	\$ 0.01
Control:	PK	Contract:	X			\$ 0.00
Resp:	3110	County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:						

RENEWAL		Other	\$ 0.01				\$ 0.00
		TOTAL	\$ 0.01			TOTAL	\$ 0.01
% Increase							
% Decrease							

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND COLISEUM KITCHEN, INC.

WHEREAS, the County has negotiated a personal services agreement with Coliseum Kitchen, Inc., to provide picnic and similar catering services for various Nassau County parks, 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 Coliseum Kitchen, Inc.



Nassau County Interim Finance Authority

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

1. Vendor: Coliesum Kitchen, Inc.

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

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: 3/15/20-3/14/25

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

The County has granted Coliseum Kitchen to operate and manage full-service catering for private picnics, fairs, sporting events, tournaments, festivals and other large corporate events at various County parks to enhance the public use and enjoyment of County premises. Throughout the term of the agreement, including any renewal periods, the Licensee shall pay gross receipts percentage fees as follows: 12% of the gross receipts for each year of the agreement, including any extension. Gross receipts percentage payments shall be paid to the County on the 15th day of January, April, July and October for the prior quarter of each operate year.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

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

28-APR-20

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.

Contract ID	Date	Amount

Jack Schnirman
Comptroller



Redacted
COPY

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: Coliseum Kitchen Inc.

CONTRACTOR ADDRESS: 1660 Old Country Rd., Plainview, NY 11803

FEDERAL TAX ID #: [REDACTED]

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 September 9, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday on September 9, 2019, via email and regular mail to interested parties, by publication on the County procurement website and by posting on the Department's Facebook and Instagram. Five hundred ninety-three (593) of potential proposers received notice of the RFP. Twenty-nine (29) viewed the documents, Nineteen (19) of potential proposers opened the documents and requested a copy of the RFP on the Nassau County website. Fifty-eight (58) Potential Proposers were sent the RFP via email and by regular mail. Proposals were due on October 25, 2019. A total of Seven (7) proposals were received and evaluated. The evaluation committee consisted of: Three (3) employees of the Department of Parks, Recreation & Museums; Tim Messner, Frank Puglisi and Victoria Kaso (non-voting chair), One (1) employee of the Sheriff's Department; Ken Hamel, One (1) employee of the Department of Minority Affairs; Lionel Harvey, and One (1) employee of the Department of Health; Bonnie Sollog. . The proposals were scored and ranked. As a result of the scoring and ranking, the the five (5) highest-ranking proposers were selected. Coliseum Kitchen Inc. was one (1) of Five (5) awarded Proposers.

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

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

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

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

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

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

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

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

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

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

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


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

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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☒ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Eileen Krieb, Commissioner

4/26/20
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Ralph Galdorisi [RG@COLISEUMCATERERS.COM]

Dated: 03/31/2020 11:38:24 AM

Vendor: Coliseum Caterers

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Ralph Galdorisi
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

Business Address: 1660 Old Country Rd
City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
Country: US
Telephone: (516) 483-4900

Other present address(es): 1660 Old Country Rd
City: Plainview State/Province/Territory: Zip/Postal Code:
Country:
Telephone: 5164834900

List of other addresses and telephone numbers attached

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

President	<u>09/01/2010</u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

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

YES ☒ NO ☐ If Yes, provide details.

50% Corporate Partner

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? 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, Ralph Galdorisi , 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, Ralph Galdorisi , 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.

Coliseum Caterers

Name of submitting business

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

Ralph Galdorisi [RG@COLISEUMCATERERS.COM]

President

Title

12/30/2019 10:58:05 AM

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: Richard Comito

Date of birth: [REDACTED]

Home address: [REDACTED]

City: [REDACTED]

Country: [REDACTED]

State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]

Business Address: 1660 Old Country Road

City: Plainview

State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

Telephone: 5164834900

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

09/01/2010

(Other)

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

YES ☒ NO ☐ If Yes, provide details.

50 % Corporate Partner Owner

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? 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, Richard Comito, 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, Richard Comito, 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.

Coliseum Kitchen Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard Comito [RCOMITO@COLISEUMCATERERS.COM]

Vice President

Title

12/20/2019 08:49:32 AM

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: 12/20/2019

1) Proposer's Legal Name: Coliseum Kitchen Inc.

2) Address of Place of Business: 1660 Old Country Road

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: Not applicable

5) Federal I.D. Number: 271125329

6) The proposer is a: Corporation (Describe) _____

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

YES ☐ NO ☒ If yes, please provide details: _____

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details: _____

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, 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, however, in the event one arises, the county will be notified to make a determination.

(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, however, in the event one arises, the county will be notified to make a determination.

(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, however, in the event one arises, the county will be notified to make a determination.

- 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, however, in the event one arises, the county will be notified to make a determination.

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

3 File(s) Uploaded: Business Resume.pdf, CC Licenses and Permits.pdf, CC Revenue.pdf

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;

10/13/2009

- 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.

Richard Comito
40 Webster Street
Westbury, NY 11590

Ralph Galdorisi
59 Boxwood Drive
Kings Park, NY 11754

No individuals with a financial interest in the company have been attached..

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

Richard Comito
40 Webster Street
Westbury, NY 11590

Ralph Galdorisi
59 Boxwood Drive
Kings Park, NY 11754

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

38

- vi) Annual revenue of firm;

4459257

vii) Summary of relevant accomplishments

1 File(s) Uploaded: CC accomplishments.pdf

viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: Coliseum Caterers Permits.pdf

B. Indicate number of years in business.

28

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

2 File(s) Uploaded: CC Additional Information.pdf, CC- Why us.pdf

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 NY State office of Parks, Recreation, Historic Preservation
Contact Person William Brown
Address PO Box 66 Hempstead State Park
City Hempstead State/Province/Territory NY
Country US
Telephone (516) 766-1029
Fax # (516) 766-0041
E-Mail Address william.brown@parks.gov

Company Northwell Health
Contact Person Kelley Sweeney
Address 270-05 76th Ave
City New Hyde Park State/Province/Territory NY
Country US
Telephone (718) 470-5930
Fax #
E-Mail Address ksweeney@northwell.edu

Company NYU Winthrop
Contact Person Maria Wexler
Address 700 Hicksville Rd
City Bethpage State/Province/Territory NY
Country US
Telephone (516) 576-1905
Fax #
E-Mail Address mwexler@nyulangone.org

Company Local 1199
Contact Person Yvone Correo
Address 100 Duffy Ave

City	Hicksville	State/Province/Territory	NY
Country			
Telephone	(516) 729-7829		
Fax #			
E-Mail Address	yvonnec@1199.org		

I, Ralph Galdorisi , 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, Ralph Galdorisi , 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

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Name of submitting business: Coliseum Caterers

Electronically signed and certified at the date and time indicated by:
Ralph Galdorisi [RG@COLISEUMCATERERS.COM]

Partner

Title

02/19/2020 03:01:01 PM

Date



Corporate Resume – Coliseum Caterers

"It's all about people and passion." – Rich & Ralph

Coliseum Caterers was established in 1991 by us, Ralph Galdorisi and Richard Comito, as 50/50 partners. The business location was previously owned by Ralph Galdorisi, Sr. for 10 years when we, Ralph and Richie, purchased the business and property from Ralph Sr, located on Hempstead Turnpike, opposite of the Nassau Coliseum.

At the beginning, the business was operated as a delicatessen servicing the local business community. Business revenue was strong, but we recognized the opportunity to service the local business communities' corporate catering needs for business breakfast and luncheon meetings. Coliseum quickly responded by developing a corporate catering menu and added the appropriate personnel in office sales, catering production and catering delivery drivers to accommodate the new revenue stream.

This diversification of revenue streams became a strategic plan for the growth and protection of Coliseum Caterers future profits.

Although the location was great we refused to sit idle. Coliseum Caterers began taking steps to ensure new business outside of the local area. It was their intention to eliminate the dependency on the decisions of local business and government that would directly impact the location. While building Coliseum's strong brand and reputation as a reliable high quality caterer in the local business area we ventured to corporations through Nassau County, Suffolk County and into the five boroughs. By accommodating new clients in a larger geographical area we were able to expand the residual sales revenue. Clients have included NSLIJ (now Northwell), Catholic Health Services, NYU Winthrop, U.S. Merchant Marine Academy and many more.

The corporate market with built-in niches, as we took on specific professional areas of business we learned their needs, wants, desire and attitudes. We developed specific marketing and services to help fulfill the corporate catering needs and then we expanded those services to similar- like corporations within that industry. We did this in a wide variety of niches and before long we were delivering 75-100 catering jobs a day from Brooklyn to Stony Brook. Coliseum Caterers serves top Long Island corporations on a daily basis with a range of catering packages for meetings.



As Coliseum's reputation grew, opportunities opened for us to embark on new ventures. Starting with a BBQ company we again applied our proven success systems of growing from our circle of clients outward to like-minded clients and starting with a handful of BBQs and limited services. We developed new meals and services and now provide approximately 275 BBQs to clients from the Hamptons to Manhattan.

In addition, we expanded our residential catering market. We applied our winning formula and researched the market gaps, recognized the need for executive chef quality food with professional delivery and set-up and when needed wait staff. We targeted neighborhoods with high disposable incomes, then narrowed the focus to those with demographics specific to entertaining (i.e. school age children celebrating religious activities, graduations, and anniversaries) and marketed accordingly from simple catering for a casual gather to black tie elegance. Our residential division has enjoyed repeat business from thousands of families on Long Island for 30 years.

With this success came opportunities to open multiple locations but we resisted; instead we focused on building an off-premise catering service, the birth of Coliseum Caterers. We focused all of our energy and knowledge on perfecting this service and food.

The success of Coliseum Caterers grew and continues to grow today; serving chef prepared catering from Brooklyn to Stony Brook and beyond.

Corporate Resume – Coliseum Kitchen

Coliseum Caterers, never happy with complacency, have after all these years, decided to raise the bar. After years of eating the great foods of Manhattan, we have brought them all together, under one roof, offering our guests a variety of menu choices, giving them a reason to come back for more. We have created not a just a deli, not a restaurant but a Manhattan style eatery. In 2007, we owners, Rich and Ralph, started discussions about opening a great place to enjoy great food, and, in 2010 we opened Coliseum Kitchen, located across from the new Country Pointe at Plainview.

At Coliseum Kitchen we are truly a family and all of our customers become a part of that atmosphere from the first phone call to the delivery. From the executive chef to the drivers, our employees are educated, informed and ready to answer any questions regarding your order or a future order. We love what we do. Our goal is to WOW our guests, in effort to meet all of our customers' needs.



Current Operations

Coliseum Caterers - 1660 Old Country Road, Plainview, NY 11803

Coliseum Caterers is an off-premise full service caterer serving corporate and residential clients since 1992. We serve a business meeting as small as five people with disposable plasticware and simple sandwiches to an elegant cocktail party for hundreds with china, champagne and chef prepared appetizers. To even serving full service dinners serving soup shot appetizers, chef created hot food such as fresh salmon, carving stations, specialty desserts, such as chocolate Fountains. Coliseum Caterers can also serve a full service, top shelf bar with black tie wait staff. Our growth required a larger facility, so in 2010 we built a 10,000 sq. foot facility that would allow us to have a state of the art kitchen and space to accommodate our catering growth and in doing so, we built and opened Coliseum Kitchen, which immediately became a prominent Long Island eatery.

Rounding out our services, but not limited to, planning, preparing and executing a full service cook on-site BBQ, like the one we did for 7,500 guests for NS LIJ Hospital, an 18 hour event which we have done for the past 12 years.

All of the prep-work and cooking for the events is done in our state-of-the-art culinary kitchen located in Plainview.

Coliseum Kitchen Eatery - 1660 Old Country Road, Plainview, NY 11803

Coliseum Kitchen Eatery opened 9 years ago and became an instant industry benchmark. Coliseum Kitchen Eatery is a 5am-8pm, 7 day a week, 75 plus seat eatery. We provide a full line deli and restaurant choices, such as a chopped salad station, half pound steakhouse burgers, steaks, salmon, espresso and cappuccino. A visit will explain it all!

Center Street Café - 450 Lakeville Road, Lake Success, NY 11040

Coliseum operates an open to the public, quick-to go express café. Location is open Monday through Friday, 7am - 4pm. Serving pre-made sandwiches, salads, soups, coffee, beverages and snacks.



Catering Experiences/Clients

NY State Office of Parks, Recreation & Historic Preservation

William Brown

Hempstead Lake, State Park, West Hempstead, NY 11552

NYU Winthrop, Purchasing

Maria Wexler

Wrap -n -Pack

Farmingdale, NY, 11735

Paul Pileggi

631-414-0206

ppileggi@wrapnpack.com

Coliseum has been providing catering services for wrap n pack employees for the past 10 years.

Southern Wine & Spirits

313 Underhill Blvd, Syosset, NY, 11791

VP General Sales Manager Garrett McGuinness

516-243-5060

garrettmcguinness@southernwine.com

Coliseum has been providing catering services to their 400 employees for the past 15 years.

Coliseum is also a client of Southern Wine & Spirits as our vendor for alcoholic beverages.

Catholic Services

Coliseum has been providing Catering services for executives and employees for 20 Years

Pegeen McGowan Sr. VP internal Audit & Compliance

Old Country Rd Melville, NY 11747

Local 1199

Yvonne Carrer

Hicksville, NY 11801

Chelsea Mansion

East Norwich, NY, 11732

Coliseum Caterers served as on-site caterer for weddings/affairs, requiring upscale entertaining with china and black tie service.

(Coliseum Caterers was the preferred caterer)

Marcum Corporate Challenge

Held at Jones Beach, Wantagh, NY

Catered 25 BBQ's simultaneously for different companies participating in the Marcum Challenge



Catering Experiences/Clients - Continued

NYC Carpenters Union

Catered 1,500 person BBQ for the past 5 years

Veterans

Held at Eisenhower Park

Catered 1,500 person BBQ

Alzheimer's Walk

Held at Jones Beach, Wantagh, NY

Donated bagels and coffee to 1,200 people participating in the walk for a great cause

Disaster Relief Caterer For

FEMA

Coliseum Caterers supplied 3,000 meals a day for a month during Super Storm Sandy

PSEG

Red Cross

Northwell Health





Preferred Caterer For

U.S. Merchant Marine Academy

300 Steamboat Road, Babson Center, Kings Point, NY, 11084

Jim Tobin, President

516-773-5993

Jim.Tobin@alumni.usmma.edu

Coliseum Caterers is serving as on-site caterer for weddings/affairs, requiring upscale entertaining with china and black tie service.

Kings Point, NY, 11024

U.S. Merchant Marine Academy - Alumni Weekends

300 Steamboat Road, Babson Center, Kings Point, NY, 11084

Lisa Donitz, Manager of Alumni Relations & Annual Giving

516-773-5658

Lisa.Donitz@alumniusmma.edu

Coliseum Caterers is providing catering for Alumni weekend with approx. 20 graduating classes from hot breakfast, to tailgate food to black tie service sit down dinner for 225 people and alcoholic bar service for the past 10 years.

Kings Point, NY, 11024

Northwell Health

New Hyde Park, NY 11040

Kelley Sweeney

718-470-5930

ksweeney@northwell.edu

Coliseum Caterers provided full on-site BBQ for 7,500 guests for the past 12 years. We also cater multiple meetings daily for Northwell Health. Our strong relationship with Northwell Health as a preferred caterer allowed Coliseum Caterers the opportunity to open two cafeteria locations, one of which is in the executive offices occupied by CEO Michael Dowling.



Additional Experiences

Coliseum Deli - 1150 Hempstead Turnpike Uniondale

Opened in April 1992 operated until selling in November 2017

155 Café - 155 Community Drive, Great Neck, and NY 11020

Coliseum operated a corporate cafeteria serving the NS Health Systems executive building. This operated as a convenient food service for employees serving salads, sandwiches, pizza, hot food, soups, coffee, beverages and snacks. Location was open Monday through Friday, 7am - 4pm.

Parisi Café - One Hollow Lane New Hyde Park

Coliseum operated an open to the public, quick-to go express Café. Location was open Monday through Friday, 8am - 3pm. Coliseum served pre-made sandwiches, salads, soups, coffee, beverages and snacks.

Fortunoff - Garden City NY

Headquarters cafeteria operated Monday through Friday for all Fortunoff office staff.

Snapple - East Meadow NY

Headquarters cafeteria operated Monday through Saturday for all office staff.

Cohen Sterling Optical - East Meadow NY

Headquarters cafeteria operated Monday through Saturday for all office staff





LAURA CURRAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY DEPARTMENT OF HEALTH
Bureau of Environmental Sanitation

PERMIT

To Operate a
Delicatessen

This is to certify that
COLISEUM KITCHEN INC

the operator of
COLISEUM KITCHEN

**1660 OLD COUNTRY ROAD
PLAINVIEW, NY 11803**

Located in the **TOWN of OYSTER BAY** in **NASSAU County**
is granted permission to operate said establishment in compliance with the provisions
of Subpart 14-1 of the State Sanitary Code and
under the following conditions:

(1) This permit is granted subject to any and all applicable State, Local and Municipal Laws,
Ordinances, Codes, Rules and Regulations.

Effective Date July 31, 2019

Permit is **NON-TRANSFERABLE**

DONALD P. IRWIN

Permit Issuing Official

This permit expires on July 31, 2020 and may be revoked or suspended for cause.

THIS PERMIT SHOULD BE POSTED CONSPICUOUSLY

Facility Code 08276-06

Permit Number F0117480

Operation ID 749328



Nevada County Department of Health

Certificate of Completion

Be It Known That

RICHARD COMITO

Has Successfully Met The Requirements Of The

Food Service Managers Training Course

As Established By

The Office of Food Protection

Lawrence E. Eisenstein, MD, MPH, FACP
Commissioner

Edward P. Mangano
County Executive

Ilana Greenblatt
Program Director
Office of Food Protection

Date of Expiration:

January 31, 2020

No. 46565

This certificate may not be duplicated and may only be assigned to one foodservice facility.

Nassau County Department of Health



Certificate of Completion

Be It Known That

RALPH GALDORISI

Has Successfully Met The Requirements Of The

Food Service Managers Training Course

As Established By

The Office of Food Protection

Ivana Greenblatt
Program Director
Office of Food Protection

Lawrence E. Eisenstein
MD, MPH, FACP
Commissioner

Date of Expiration

May 31, 2021

No. 43608

This certificate may not be duplicated and may only be assigned to one food service facility.



New York State Department of Health

Certificate of Completion

Be It Known That

Liam Sawicki

Has Successfully Met The Requirements Of The
Food Service Managers Training Course

As Established By
The Office of Food Protection

Iliana Greenblatt,
Program Director
Office of Food Protection

Lawrence E. Eisenstein, MD, MPH, FACP
Commissioner

Edward P. Mangano
County Executive

Date of Expiration

October 31, 2020

No. 48281

This certificate may not be duplicated and may only be assigned to one food service facility.



Nassau County Department of Health

Certificate of Completion

Be It Known That

VERONICA ALVES

Has Successfully Met The Requirements Of The

Food Service Managers Training Course

As Established By
The Office of Food Protection

Iliana Greenblatt
Program Director
Office of Food Protection

Lawrence E. Eisenstein
MD, MPH, FACP
Commissioner

Date of Expiration

No. 68-170093

August 31, 2021

This certificate may not be duplicated and may only be assigned to one food service facility.

Nassau County Department of Health



Certificate of Completion

Be It Known That

ROGELIO ESPINAL

Has Successfully Met The Requirements Of The

Food Service Managers Training Course

As Established By
The Office of Food Protection

John F. Lynch, R.S.
Program Director
Office of Food Protection

Maria Torrella Carney, M.D. F.A.C.P.
Commissioner

Edward P. Mangano
County Executive

Date of Expiration

MARCH 2014

No. 41267



Nassau County Department of Health

Certificate of Completion

Be It Known That

ERICK ESCALANTE

Has Successfully Met The Requirements Of The

Food Service Managers Training Course

As Established By
The Office of Food Protection

Ilana Greenblatt
Program Director
Office of Food Protection

Lawrence E. Eisenstein
MD, MPH, FACP
Commissioner

Date of Expiration

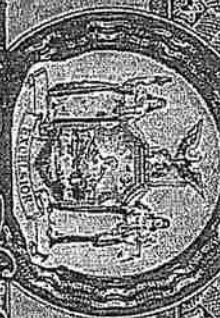
October 31, 2021

No. 99932251

www.nassaucountyhealth.com

This certificate may not be duplicated and may only be assigned to one food service facility.

ON-PREMISES LIQUOR LICENSE
SERIAL # 1243982
COUNTY: NASSAU



EFFECTIVE DATE: 12/17/2013
EXPIRATION DATE: 12/31/2021
CERTIFICATE # 900305

NEW JERSEY LIQUOR AUTHORITY

THE LICENSEE DESIGNATED BELOW IS HEREBY GRANTED PERMISSION UNDER THE ALCOHOL BEVERAGE CONTROL LAW TO OPERATE IN ALCOHOLIC BEVERAGE PURSUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTES AND REGULATIONS THEREIN.

THIS LICENSE SHALL NOT BE TRANSFERRED TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE BUILDING CONTAINING SAID LICENSED PREMISES. IT SHALL NOT BE REDEEMED A PROPENSITY OR VISITED FIRST AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW.

METHOD OF OPERATION

RESTAURANT SERVING LIQUOR, WINE, BEER, & CIDER

COLISEUM KITCHEN INC
COLISEUM KITCHEN
1658 1662 OLD COUNTRY ROAD
PLAINFIELD NJ 08803

FEILING FEE \$90.00
LICENSE FEE \$1,792.00

Vincent G. Bradley
Vincent G. Bradley
Chairman

BEFORE COMMENCING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSEE SHALL BE ENJOINED IN A SUITABLE MANNER TO HAVE A SIGNIFICANT IMAGE AND A SUBSTANTIAL WORD OR GRAPHIC IMAGE THAT THE WHOLE OF SAID LICENSEE MAY BE SEEN THEREIN AND SHALL BE PROTECTED AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHEREIN SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY EASILY SEE THE SAME.

Certificate No. B0900305

FOLD AND TEAR HERE



What's the difference? There are many, but they all start with...

WE CARE ABOUT YOUR EXPERIENCE! MANY PROMISE BUT WE DELIVER!!

The Coliseum Caterers team truly cares about our clients experience with our food and service. We, Richie and Ralph are hands on owners for 29 years servicing the community as it deserves, with professional service and delicious food. Through the years, Coliseum Caterers has been trusted by almost every prominent company from law firms to charitable organizations, i.e. Northwell Health Systems, Winthrop Hospital and professional sports teams, not to mention the residents of the community. Coliseum Caterers has been offered and selected to run cafeterias in many of the local prominent office buildings. Coliseum Caterers has also been the preferred caterer, in addition to the winning bidder, for special events at NY State Parks, Sunken Meadow, Jones Beach Robert Moses, Belmont Lake, Heckscher State Park, Hempstead Lake and Valley Stream State. We are also the preferred caterer at Lido Beach for BBQs, Planting Fields in Oyster Bay, Chelsea Mansion in East Norwich, United States Merchant Marine Academy in Kings Point, as well as others.

Company Values and Corporate Culture

Our company was built on providing a safe and positive workplace for our employees and allowing their skill and aspirations to enrich our company culture. We strive to provide outstanding customer service while providing high quality fresh food and competitive pricing and creating client value that makes us their choice for food and catering services. We hire locally ranging from Veterans, seniors, college and high school students as well as full time restaurant professionals. Our staff ranges from 50 full-time to 100 part-time employees during the summer months with flexible shifts. We pre-screen all culinary staff members and off-premise catering staff to ensure a safe work environment.

We are extremely confident that if Coliseum Caterers is awarded this contract with Nassau County Parks, all of its residents and the Parks of Recreation Board will be very pleased with their decision. Spoken from the heart and written directly by our owners, we believe that our professional approach and our experience is exactly what is long overdue at Nassau County Parks and venues. At Coliseum Caterers, we intend to completely raise the bar at Nassau County Parks and venues. We will do this by constantly asking ourselves "How can this be done better?" "What do our residents want and deserve?"

Our history and reputation is at stake on every job we do, rest assure that if awarded this contract we will put our hearts and souls into making Nassau County Parks and venues a fun, safe, economical and fabulous place for residents to be proud of in their community. We will get the word out about enjoying the National Treasures that are the parks of Nassau County!

In choosing a caterer we would advise clients to be certain these items are fulfilled.



About Us - Coliseum Caterers & Coliseum Kitchen Offers

- Workers Compensation
- Board of Health Licenses
- Liability Insurance
- Off Premise Liquor Liability Insurance (protecting the venue and the guests from liability)
- Managers Food Safety Certificates for staff
- BBQ Trained Staff
- Refrigerated Trucks
- BBQ Equipment
- Centrally located within short mileage distance to each location
- State of the art kitchen and warehouse for professional services
- Large staff to accommodate multiple large and small events on same day
- Established business with same owners for almost 30 years
- We have J. Kings/Sysco who's a supplier that will assist with manpower expertise and equipment for expansive growth. Also will provide refrigerated vehicles upon request.
- Long Island (Nassau County Raised) commitment to the local community
- Fair Customer Service Policies: offering satisfaction guarantees and menu offering from basic with varied prices to custom menus to assist with budgets. We also have menu selections based on religious, dietary health and allergy needs.

We're not just BBQ's; we can offer any of our catering packages in the park or venue. From traditional sandwich packages to hot foods, omlette stations, taco & fajita bars and much more. Coliseum Caterers is a caterer that is qualified and understands how to handle massive volume. *"No one knows how to set a table like us! - Banquets, Weddings, BBQs or Boxed Lunch in our Local Parks."*

Range of Services

Coliseum Kitchen/ Coliseum Caterers provide a wide range of services. From retail services for walk-in clients seeking a healthy, quick- to- go breakfast, lunch or snacks items (menu items and pricing can be seen in menu attached or view on line at www.coliseumcaterers.com) to Coliseum Caterers providing off-premise catering services. These catering services range from simple casual breakfast and lunch for small or large business meetings with disposable products to high end cocktail parties for celebrations and fundraisers with staff and rentals. Coliseum Caterers even provide hot food banquets, serving restaurant quality menu items such as fresh salmon and filet mignon and ABF chicken. Our range of catering services can be viewed in the attached catering brochure.

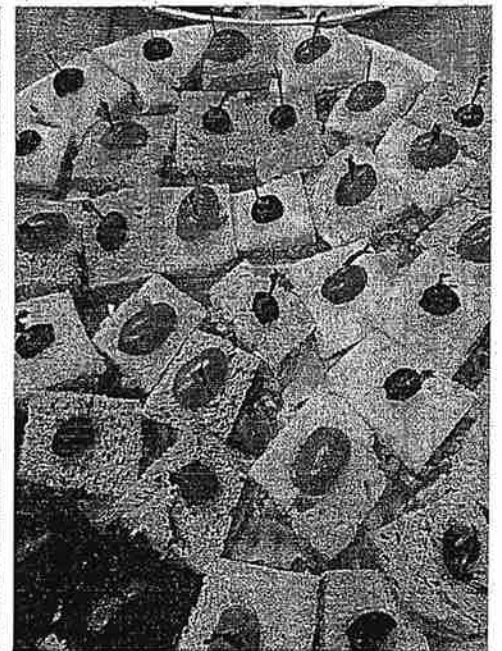
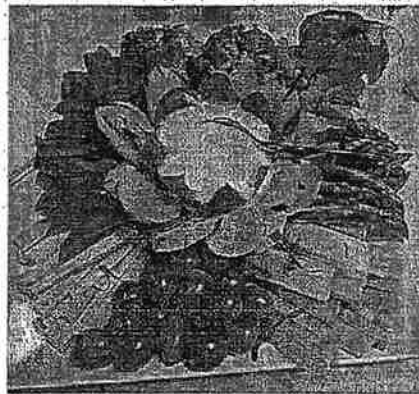
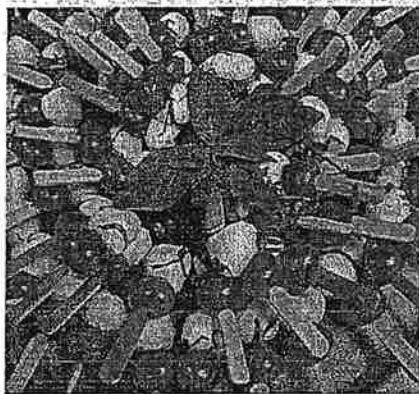
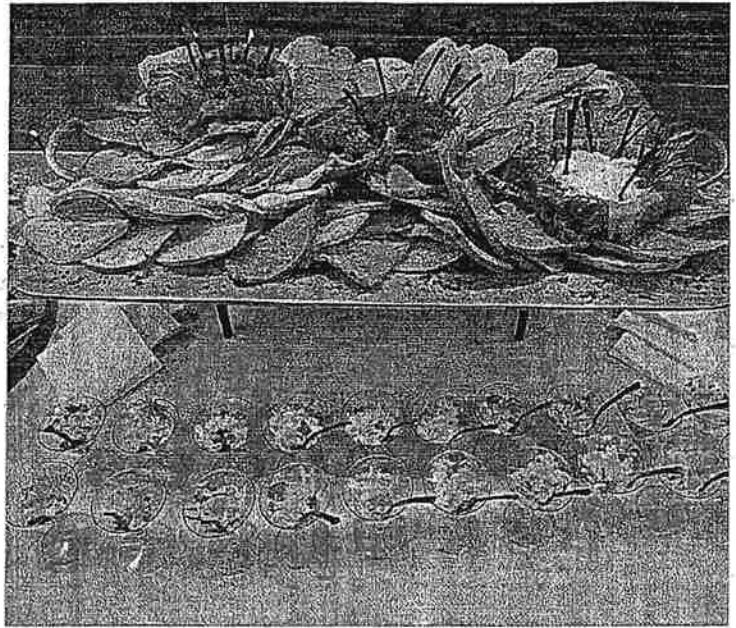
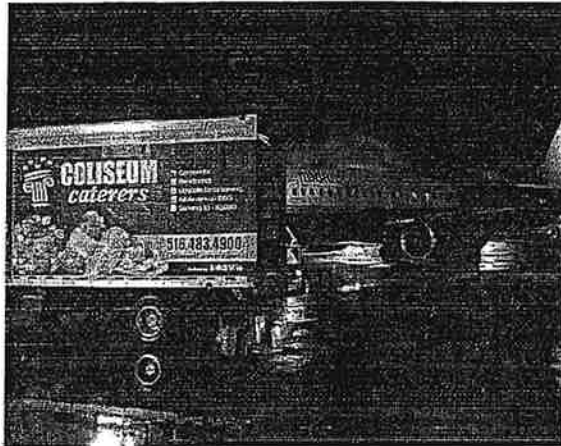
Nassau County offers top notch parks and venue for the community to gather; therefore the caterer should match the same level to create a memorable day.



We're Local!

Brookside Preserve, Freeport - 15.3 miles
 Cantigue Park, Hicksville - 5.9 miles
 Cedar Creek Park, Seaford - 10.7 miles
 Christopher Morley Park, Roslyn - 13.1 miles
 Cow Meadow Park, Freeport - 15.3 miles
 Eisenhower Park - East Meadow - 9.5 miles
 Garvies Point Museum & Preserve, Gleft Cove - 15.5 miles
 Grant Park, Hewlett - 20.3 miles
 Inwood Park, Inwood - 24.7 miles
 Leeds Pond Preserve, Plandome Manor - 17 miles
 Massapequa Preserve, Massapequa - 7 miles
 Meroke Preserve, Bellmore - 12.4 miles
 Mill Neck Preserve, Bayville - 15.5 miles
 Mitchell Athletic Complex, Untondale - 10 miles
 Muttontown Preserve, East Norwich - 8.6 miles
 Nickerson Beach Park, Lido - 22 miles
 North Woodmere Park, North Woodmere - 23.1
 Reverend Mackey Park, Roosevelt - 13.9 miles
 Stillwell Woods Forest, Syosset - 5.6 miles
 Tackapausha Museum & Preserve, Seaford - 10.2 miles
 Tiffany Creek Preserve, Oyster Bay - 8.8 miles
 Wantagh Park, Wantagh - 12.2 miles
 William Cullen Bryant Preserve, Roslyn Harbor - 13.4 miles





Carle Place Union Free School District

Carle Place, New York 11614-1788
516-622-6400

Thomas DePaola
Middle School/High School
Principal

Gerald Baratta, Jr.
High School
Assistant Principal

Seth Katz
Middle School
Assistant Principal

May 23, 2013


Mr. Richard Comito
Colliseum Caterers
1660 Old Country Road
Plainview, NY 11803

Dear Rich:

I wanted to thank you for the exceptional service and quality you provided to us at our End-of-Year Senior Scholarship Dinner and throughout the 2012-2013 school year. The staff, parents and students enjoy the delicious dishes and appreciate your detailed attention to all aspects of the service.

On behalf of the Carle Place Middle School/High School and community members, I thank you for your continued support.

Sincerely,



Thomas DePaola
Principal

TD:dw

Seniors/Scholarship Dinner 7/10/13



TESTIMONIAL



NORTH SHORE - LONG ISLAND JEWISH HEALTH SYSTEM



SETTING NEW STANDARDS IN HEALTHCARE

LONG ISLAND JEWISH MEDICAL CENTER -- HUMAN RESOURCES
410 LAKEVILLE ROAD, NEW HYDE PARK, NEW YORK 11040 • (718) 470-8777 • Fax (718) 347-7745 • www.lij.edu

September 26, 2003

Mr. Richard Comito
Mr. Ralph Galdorisi
Coliseum Caterers
1150 Hempstead Turnpike
Uniondale, NY 11553



Dear Richard and Ralph:

On behalf of LIJMC and our employee recognition committee, I wanted to extend our thanks to you for your assistance in making our Employee Recognition Barbecue a success. From the planning, to the logistics, to the food delivery, your team handled every detail in a highly professional manner. Our employees were pleased not only with the quality of food, but were also grateful that they were served so promptly.

Your team organized the event in an extremely effective manner. By anticipating and planning for large number of employees, lines for food were avoided. Several employees were also very complimentary to your staff...they were friendly and courteous while serving hundreds of employees.

Please extend our thanks to the Coliseum Catering staff who assisted us in this event.

Sincerely,

Paul R. Davin
Asst. Executive Director

c: J. Pascuzzo
J. Oxford

1150 HEMPSTEAD TURNPIKE ♦ UNIONDALE, NY 11553 ♦ (516) 483-4900 ♦ FAX (516) 483-4950
OPPOSITE NASSAU COLISEUM



THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N.Y. 10007

December 28, 2001

Rich Comito
Coliseum Deli
1150 Hempstead Turnpike
Uniondale, NY 11553

Dear Rich:

I would like to extend a heartfelt thank you to you and everyone at Coliseum Deli for your generosity and commitment to helping others in a time of crisis.

As we reflect on the recent tragedies that have befallen our City and Nation, we also recognize the strength and determination that all New Yorkers have shown during these trying times. Coliseum Deli exemplified that kindness during the rescue and recovery efforts in the weeks immediately following the World Trade Center attacks.

As all Americans have, you came together in a bond of cooperation and unwavering determination and served a vital role in helping our City in a time of need. As we will never forget the attacks of September 11, we also resolve to carry on, and the response of your company will forever honor the memory of all those who were lost.

Again I extend thanks on behalf of the entire City, and may God bless America!

Sincerely,

A handwritten signature in dark ink, appearing to read "Rudy Giuliani".

Rudolph W. Giuliani
Mayor



MELVILLE

CHAMBER OF COMMERCE

To Whom It May Concern,

Re: Recommendation for Coliseum Caterers

It is with pleasure that I am writing this letter of recommendation for our member, Coliseum Caterers. We have utilized their services for several of our Chamber events. From our experience, we have found them to provide excellent service and a delicious menu. Other members of our Organization have utilized them for their events and we have always heard very positive feedback.

We are proud to have Coliseum Caterers as a member of our Chamber of Commerce and always know that we feel very comfortable recommending them to our members and beyond.

Thank you,

Regards,

Ted Macaluso
Executive Director
Melville Chamber of Commerce



10/10/19

Hey Rich,

Hope all is well and sorry you couldn't join us at the Bridgehampton classic this year I heard from John King that you and Ralph are bidding on the Nassau parks catering , such a great opportunity. I want wish you the best. Please let me know how it goes as we are making a big push into Nassau and customer events are part of the strategy

Hope to talk soon,

*Kevin O'Connor
CEO-President*

2200 Montauk Highway • Bridgehampton, NY 11932

10/09/2019

To whom it may concern,

J. Kings Food Service Professionals has been doing business with the partners of Coliseum Caterers since 1993. The managing partners, Ralph Galdorisi and Rich Comito have been involved in a number of successful business ventures. They have been able to build important business relationships that have been long lasting with high integrity and credit worthiness that is unsurpassed. These guys have not only earned great respect in the business on Long Island but in many of the local communities that they serve.

Rich and Ralph have been instrumental in raising funds for many foundations, such as the Maurer Foundation. They have also taken the time to help prepare thousands of meals for disaster relief organizations during times of need, such as preparing meals during Super Storm Sandy. They are ones to also give back to the local communities.

Their culinary focus is on quality product, sourcing local whenever possible and operate under the highest food safety standards.

We can without hesitation highly recommend Coliseum Caterers from a business and personal standpoint and have no doubt they will be successful in evaluating and operating many successful catered events for Nassau County.

Respectfully,



John King

CEO

631-289-8401 ext 2201



MAURER FOUNDATION
breast health education

October 11, 2019

Founder

Virginia E. Maurer, MD

Board of Directors

Andrew F. Corrado
Chairman

Ruth Weiss, PhD
Treasurer

Gary Barillo

Barry K. Douglas, MD

Donald Celestino

Barbara Gerardo, Esq.

Susan Iadarola

Anne Marie Immeroo

Thomas Kileen, Esq.

Pamela Praetorius

Amanda Sexton, CPA

Susan Samaroo
Executive Director

Dear Mr. Comito & Mr. Galdorisi:

I am the Executive Director of The Maurer Foundation for Breast Health Education. I am excited at the possibility of hosting events at your facility and/or utilizing your catering services. Our Foundation's mission is to save lives through breast health education that focuses on breast cancer prevention, early detection, risk reduction, and healthy lifestyle choices.

Our programs are presented primarily to high school and college students on Long Island and the NYC area. We do not charge for our programs, so we rely on our fundraising efforts to keep our programs going. We have a number of fundraising activities all year long, including a Pink Diamond Gala in October (Breast Cancer Awareness month) as well as several Cocktails for a Cause events hosted by our Young Professionals Committee. These events have allowed us to provide our life saving message to over 23,000 people in 2018 alone and over 370,000 people since our inception in 1995.

I would love to have your involvement with our organization and look forward to possibly utilizing your services for our future events.

Sincerely,

Susan Samaroo
Executive Director

Mitchell L. Diamond

Richard D. Klein
Jonathan P. Bellezza

Diamond Law Group

5173 Merrick Road
Massapequa Park, NY 11762
Tel: (516) 663-5151
Fax: (516) 663-5152
Mitch
Mitch@diamonddlawgroup.com

Legal Assistant:

Debra Iannone
Meaghan Caltabiano
Delia Young
Rebecca Belmonte
Gia Khan
Nicole Limbach

October 11, 2019

Nassau County Parks Department

Re: Coliseum Kitchen and Caterers

Dear Committee Personnel,

It is with great pleasure that I am able to give you this recommendation letter on behalf of Richie Comito and Ralph Galdorisi the proprietors of Coliseum Caterers. I have worked with the Coliseum and the owners for over 20 years. I have represented them as their attorney, catered many events and consider them to be great personal friends as well. I have nothing but rave reviews, they have always exceeded my expectations in every way.

Both Ralph and Richie have tremendous work ethics, they are meticulous and conscientious. They are diligent, intelligent and hardworking. I have worked with many caterers in the past and can say that Coliseum is the best to work with. Their love and passion for the business is truly refreshing to see. Their energy, enthusiasm, intellect and managerial skills are what separates Coliseum from the other players in the industry.

Again, thank you for affording me the opportunity to give a recommendation on behalf of a Company that is truly well deserving of praise.

Very truly yours,

Mitch Diamond

Mitchell L. Diamond, Esq.

COUNTY OF NASSAU

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

1. Name of the Entity: Coliseum Kitchen Inc.

Address: 1660 Old Country Rd

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: _____

2. Entity's Vendor Identification Number: 27-1125329

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):

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.

First Name Ralph
Last Name Galdorisi Suffix _____
MI _____
Address 56 Boxwood Drive
City Kings Park State/Province/Territory: NY Zip/Postal Code: 11758
Country _____
Position 50% Partner

First Name Richard
Last Name Comito Suffix _____
MI _____
Address 40 Webster Street
City Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country _____
Position 50 % Partner

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

None

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):

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

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

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:

Ralph Galdorisi [RCOMITO@COLISEUMCATERERS.COM]

Dated: 12/20/2019 08:50:39 AM

Title: Partner

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.

This LICENSE AGREEMENT ("License" or "Agreement" or "License Agreement") made as of the date last signed by the parties, between the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, NY 11501 (the "County") acting by and through the Department of Parks, Recreation & Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks" or the "Department"), and Coliseum Kitchen, Inc., with offices at 1660 Old Country Road, Plainview, New York 11803 ("Licensee" or "Contractor").

WHEREAS, Parks, pursuant to Section 2165 of the County Charter, has jurisdiction over parklands, museums and preserves of the County of Nassau and facilities therein;

WHEREAS, Parks provides for food and beverage services at various County parks, attached hereto as Exhibit "A" (the "Licensed Premises"); and

WHEREAS, the County issued a Request For Proposals (the "RFP") #PK0909-1955, issued on September 9, 2019 to obtain a vendor to provide the food and beverage services (the "Services") at the Premises; and

WHEREAS, the County selected the Licensee as the winning proposer, based on the view that the Licensee is well-qualified to perform the services desired by Parks and enhance the public use and enjoyment of the Licensed Premises; and

WHEREAS, the use and occupancy of the Licensed Premises, according to the limitations and restrictions described herein and agreed to by the Licensee, are temporary and will not interfere with the existing activities at The Barn or its obligation to its exhibits, collections, historic structures, school or cultural programs during public operating hours; and

WHEREAS, Licensee desires to operate and manage full-service catering for private picnics and other events at the Licensed Premises in accordance with the terms set forth herein; and

WHEREAS, Parks and Licensee desire to enter into this License Agreement specifying rights and obligations with respect to the operation and management of catering services provided at the Licensed Premises; and

WHEREAS, this License Agreement entirely replaces and supersedes all existing agreements regarding the Licensed Premises as such term is herein defined.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereby do agree as follows:

I. DEFINITIONS

1.1. As used throughout this License Agreement, the following terms shall have the meanings set forth below:

- (a) "County" shall mean the County of Nassau, its departments and political subdivisions.

- (b) "Commissioner" shall mean the Commissioner of the Nassau County Department of Parks, Recreation & Museums or his/her successor (as identified by the County) and his/her designee.
- (c) "Comptroller" shall mean the Comptroller of the County of Nassau.
- (d) "DPW" shall mean the Nassau County Department of Public Works.
- (e) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Licensee.
- (f) "Fixed Equipment" shall mean any property affixed in any way to Licensed Premises, whether or not removal of said equipment would damage the Licensed Premises.
 - (i) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to the Licensed Premises subsequent to the date of execution of this License.
 - (ii) "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.
- (g) "Year" or "Operating Year" shall both refer to the period between the Commencement Date in any calendar year and the day before the anniversary of the Commencement Date in the following calendar year.
- (h) "Licensed Premises" shall mean the premises consisting of the areas and facilities described and depicted on Exhibit "A" annexed hereto.
- (i) "Gross Receipts" shall include, without limitation, all funds received by, or accruing to, Licensee, without deduction or set-off of any kind, from all revenue producing activities as may be specifically allowed hereunder or approved by Parks, and directly related to and derived from Licensee's activities at the Licensed Premises including, but not limited to, event fees, all food and beverage receipts, proceeds from valet parking and ceremony sales, provided that Gross Receipts shall exclude: (a) the amount of any Gratuities and federal, state or local sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by the Licensee as against its revenues; and (b) deposits actually refunded for cancelled events;. Gross Receipts shall include all funds received for orders placed with Licensee or made outside or away from the Licensed Premises for services to be rendered at the Licensed Premises. All sales made or services rendered by Licensee from the Licensed Premises shall be construed as made and completed therein even though payment therefore may be made at some other place and although delivery of services rendered from Licensed Premises may be made at a location other than at the Licensed Premises. Funds received for sales made or services rendered that neither occur at the Licensed Premises nor are the result of services rendered from the Licensed Premises are excluded from Gross Receipts. For the purposes of this Section, Gross Receipts on "pass through" income (that income paid to Licensee for services provided by a third party, such as a florist) shall mean only the amounts retained by Licensee.

For purposes of this subsection:

(a) With respect to all services, a "Gratuity" shall mean a customer payment that: (i) is specifically designated or otherwise indicated by the customer as a gratuity, or purports to be a gratuity, and (ii) Licensee receives and pays over to its employees who are primarily engaged in the serving of food or beverage to guests, patrons or customers, including, but not limited to, wait staff, bartenders, captains, bussing personnel and similar staff who are paid a cash wage as a "food service worker" pursuant to NY Labor Law §652(4). Licensee shall provide documentation reasonably satisfactory to Parks to prove that Gratuities were paid to employees in addition to their Regular Salaries and were otherwise in accordance with the foregoing provisions. Such documentation shall be signed and verified by an officer of Licensee.

(b) With respect to all events, a "Gratuity" shall be an amount no greater than 20% of the catering food and beverage sales for the event, provided that such Gratuity is a charge that: (i) is separately stated on the bill or invoice given to Licensee's customer, (ii) is specifically designated as a gratuity, or purports to be a gratuity, and (iii) is paid over by Licensee in total to its employees who actually provide services at the event, and who are primarily engaged in the serving of food or beverages to guests, patrons or customers, including, but not limited to, wait staff, bartenders, captains, bussing personnel, and similar staff. "Regular Salary" for purposes of subsections (a) and (b) shall mean the set hourly wage for the applicable employee. Licensee shall provide documentation reasonably satisfactory to Parks to prove that Gratuities were paid to employees in addition to their Regular Salaries and were otherwise in accordance with the foregoing provisions. Such documentation shall be signed and verified by an officer of Licensee. Party service charges, tips and gratuities are to be reported in the monthly gross receipts but are not subject to the applicable percentage fee rate.

(ii) Gross Receipts shall also include all sales made by any other Licensee or Licensees using the Licensed Premises under a properly authorized sublicense or subcontract agreement with Licensee as provided in Section 17 herein, and shall include Licensee's income from rental and sublicense or subcontracting fees and commissions ("Commissions") received by Licensee in connection with all services provided by Licensee's subcontractors or sub-licensees or instructors functioning as independent Licensees at the Licensed Premises.

(iii) Gross Receipts shall include sales made for cash, debit or credit (debit and credit sales shall be included in gross receipts as of the date of the sale), it being the distinct intention and agreement of the parties that all sums paid to Licensee from all sources from the operation of this License shall be included in Gross Receipts. No deduction or exclusion from Gross Receipts shall be made for commissions paid to credit card companies, to collection agencies, or to other outside parties engaged to assist in the collection of accounts receivable.

(j) "Special Events" shall mean private functions (e.g., reservation of the Licensed Premises by third parties, including for picnics, fairs, sporting events / tournaments, festivals, fraternal / service / trade organization events, "ethnic" celebrations, community celebrations, carnivals, and large corporate events), and for County events where the public pays for the food and beverages provided, at the Licensed Premises, excluding farmers markets.

(k) "Catering" shall mean all private catered functions (e.g., reservation of the Licensed Premises by third parties, including: picnics, business and corporate meetings and functions, and for County events where the public pays for the food and beverages provided, at the Licensed Premises.

II. GRANT OF LICENSE

- 2.1 (a) County hereby grants to Licensee, and Licensee hereby accepts from County, throughout the Term a License to implement, promote and operate a catering service for Special Events and Catering at the "Licensed Premises". This shall include the provision of tables, chairs, event entertainment (including "bouncies") and other equipment for the accommodation, enjoyment and convenience of the public, all subject to and in accordance with the terms and conditions contained herein. Notwithstanding the above, the County is not required to use Licensee for any County sponsored or special event. This License only applies to private third-party events.

(b) Nothing contained herein shall prevent persons visiting the Licensed Premises from either preparing their own food or purchasing their own prepared food off-premises for use at the Licensed Premises; however, no outside contractor, caterer or other entity will be permitted to operate, or sell (off-load / deliver) food or beverage products and ice cream at the Licensed Premises. Moreover, County shall preclude patrons of all County pools (both indoor and outdoor) and Mitchel Athletic Stadium from bringing food and beverages into the facilities during the hours of operation by the Licensee.

(c) Licensee may subcontract food services to other vendors with prior written approval by the County, provided that the Licensee remits to the County the same percentage of all sales made by subcontractors as if they were sold by Licensee under this License Agreement.

- 2.2 Licensee shall obtain any and all approvals, permits, and other licenses required by federal, state, town, village and county laws, rules, regulations and orders which are or may become necessary to lawfully operate the Licensed Premises in accordance with the terms of the License and submit copies of same to County. Whenever any act, consent, approval or permission is required of the County or Parks under this License, the same shall be valid only if it is in writing and signed by a duly authorized representative of Parks.

- 2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Licensee, but that during the Term of the License, Licensee shall have the use of the Licensed Property only so long as Licensee is in compliance with each and every term and condition in this License and so long as this License is not terminated by the County.
- 2.4 The catering services license granted herein pertains solely to the Licensed Premises.
- 2.5 The County reserves the right to exempt up to five Special Events or Catering per operating year of this License.
- 2.6 This License does not include any current or future park facility constructed pursuant to a public/private partnership agreement between the County and a third party where: (i) No government funds are used for the construction; and (ii) the third party expends its own funds, including financing, for the construction.

III. TERM OF LICENSE

- 3.1 The term of this License Agreement shall commence on March 15, 2020 (the "Commencement Date") and, unless terminated earlier as herein provided, shall terminate on March 14, 2025 (the "Term"). The Department hereto may agree to extend the Term for an additional two (2) year period.
- 3.2 Termination for Convenience by Parks. Notwithstanding any language contained herein, this License is terminable at will by both parties in their sole and absolute discretion, at any time. Such termination shall be effective thirty (30) days after written notice is sent to Licensee. Parks, the County, its employees and agents shall not be liable for damages to Licensee in the event that this License is terminated by Parks as provided for herein. In the event such notice is not given, this License shall terminate as described in Sections 3.1 and 3.3 of this Agreement.
- 3.3 Termination for Cause. Parks may terminate this License for cause as follows:
- (a) Should either party breach or fail to comply with any of the material provisions of this License, any federal, state or local law, rule, regulation or order affecting the License or the Licensed Premises with regard to any and all matters, the other party may in writing order the breaching party to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that the breaching party fails to comply with such written notice within thirty (30) days from the receipt thereof, subject to unavoidable delays beyond the reasonable control of breaching party, then this License shall immediately terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter twice in any year, County, by notice in writing, may revoke and terminate this License, such revocation and termination to be immediately effective on the mailing thereof.

(b) The following shall constitute events of default for which this License may be terminated on one-day notice: (i) appointment of any receiver of Licensee's assets; (ii) the making of a general assignment for the benefit of creditor's; (iii) the occurrence of any act which operates to deprive Licensee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the License; (iv) the levy of any attachment or execution which substantially interferes with Licensee's operations under this License and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty days; (v) should Licensee be the subject of any proceeding under which all or any part of its assets at the Licensed Premises may be subject to seizure, forfeiture or divestiture; and/or (vi) should any principal of Licensee be convicted of a crime involving moral turpitude. Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which County may terminate this License.

- 3.4 Upon expiration or sooner termination of this License by County, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against the County, or Parks.
- 3.5 Subject to applicable law in the event County terminates this License for reasons related to Paragraphs 3.3 (a) or (b) above, any property of the Licensee on the Licensed Premises may be held and used by County in order to operate the catering services at the Licensed Premises and may be held and used thereafter until the indebtedness of the Licensee hereunder, at the time of termination of this License is paid in full.
- 3.6 Licensee agrees that upon the expiration or sooner termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Licensed Premises without any further notice by County and without resort to any judicial proceeding by the County.
- 3.7 Licensee shall, on or prior to the expiration or sooner termination of this License, remove all of its personal possessions from the Premises. Licensee acknowledges that any personal property remaining on the Premises five (5) business days after the expiration or sooner termination of this License is intended by Licensee to be abandoned. Licensee shall remain liable to the County for any damages; including lost revenues the cost of removal or disposal of property should Licensee fail to remove all possessions from the premises on or before the expiration or termination date.
- 3.8 No receipt of moneys by Parks from Licensee after the termination of this License Agreement, or after the giving of any notice of the termination of this License Agreement, shall reinstate, continue or extend the Term or affect any notice theretofore given to Licensee, or operate as a waiver of the right of Parks to enforce the payment of fees payable by Licensee hereunder or thereafter falling due, or operate as a waiver of the right of Parks to recover possession of the Licensed Premises by proper remedy. After the service of notice to terminate this

License Agreement or the commencement of any suit or summary proceedings or after a final order or judgment for the possession of the Licensed Premises, Parks may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting the notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Licensed Premises or, at the election of Parks, on account of Licensee's liability hereunder.

IV. PAYMENT TO COUNTY

- 4.1 Licensee shall make License Fee payments (the "License Fees") to the County for each event. Payments shall be made as follows:

Throughout the Term of this Agreement, including any renewal periods, the Licensee shall pay Gross Receipts Percentage Fees as follows: Twelve percent (12%) of the Gross Receipts for each year of the Agreement, including any extension. Gross Receipts Percentage payments shall be paid to the County on the fifteenth (15th) day of January, April, July, and October for the prior quarter of each operating year.

- 4.2 Late charges shall be assessed on any payment that is overdue for more than fifteen (15) days. In the event that payment of License Fees, percentage fees or other charges shall become overdue for fifteen (15) days following the date on which such fees are due and payable as provided in this License Agreement, a late charge of \$100.00 per month on overdue fee payments shall become immediately due and payable to the County. Said late charges shall be payable by Licensee without notice or demand. If such fee(s) and all arrearages (including late charges) are not paid in full by the fifteenth (15th) day of the month following the month in which it shall be due, or is already past due, an additional charge of \$100.00 for each overdue payment shall be added thereto and shall be due and payable on demand. Failure to abide by the terms of this Article shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this License Agreement and shall be a default hereunder. No failure by Parks to bill Licensee for late charges shall constitute a waiver by Parks of such late charges or of the right to enforce the provisions of this Article. If any local, state or federal law or regulation which limits the rate of interest which can be charged pursuant to this Article is enacted, the rate of interest set forth in this Article shall not exceed the maximum rate permitted under such law or regulation.

- 4.3 (a) On or before the fifteenth (15th) day following each month of each Operating Year, Licensee shall submit to Parks, in a form reasonably satisfactory to Parks, a statement of Gross Receipts, signed and verified by an officer of Licensee, reporting any Gross Receipts generated under the License Agreement during the preceding month together with a License Fee payment equal to Gross Receipts percentage stated in Section 4.1, above. Licensee shall also submit a summary report of Gross Receipts for each Operating Year within thirty days (30) of the end of each Operating Year of this License. The yearly report shall be for

reporting purposes only. Each of the reports referenced in each preceding two sentences shall report the Gross Receipts generated at the Licensed Premises in the following categories: Event fees, food and beverage, valet parking, and ceremony sales along with all other sources of revenue realized from the Licensee's operation of the Licensed Premises.

(b) Licensee shall include the amount of sales tax on its statement of Gross Receipts.

- 4.4 On or before the thirtieth (30th) day following Each Operating Year, Licensee shall submit to Parks an income and expense statement pertaining to operations under this License, signed and verified by an officer of Licensee. The County reserves the right to receive, at County's request, financial statements certified by a professional Certified Public Accounting firm, to be supplied at Licensee's own cost and expense.
- 4.5 Accounting Procedures; Records. The Licensee 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 Licensee 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.
- 4.6 In the event Parks reasonably determines that Licensee or Licensee's employees, agents, sub-licensees, or subcontractors have breached any of the provisions contained in Section 4.1 through 4.4 hereinabove, Licensee will be charged \$500.00 with respect to each incident of breach, provided that Licensee has been given reasonable written notice of such breach and has failed to cure within thirty (30) days of such notice. Parks, in its own discretion, may elect to waive said charge.
- 4.7 The License Fees shall be made payable to the Treasurer of Nassau County and delivered or mailed in time to arrive by the due date at the following address:
- Nassau County Department of Parks, Recreation & Museums
Administration Building, Eisenhower Park
East Meadow, NY 11554
- 4.8 (a) At the County's discretion, the Licensee may be required to execute a performance bond in the amount of \$10,000.00. As an alternative to a performance bond, Licensee may, in its sole discretion, instead submit to the County a security deposit (the "Security Deposit") in the amount of \$10,000.00 as

security for the faithful performance of this License Agreement, with the understanding that the whole or any part thereof may be used by County to remedy any deficiency that may arise from any default on the part of Licensee. This \$10,000.00 Security Deposit shall remain in effect for the life of this License Agreement and shall be held by the County, without liability for the County to pay interest thereon or any obligation to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) If any fees or other charges or sums payable by Licensee to the County shall be overdue and unpaid or should the County make payments on behalf of the Licensee, or should the Licensee fail to perform any of the terms of this License, then Parks may, at its option, and without prejudice to any other remedy which the County may have on account thereof, after five (5) days' written notice, appropriate and apply the Security Deposit or as much thereof as may be necessary or make a claim under any bond posted by it hereunder to compensate the County toward the payment of License fees, late charges, liquidated damages or other sums due from the Licensee or towards any loss, damage or expense sustained by the County resulting from such default on the part of Licensee. In such event, the Licensee shall restore the Security Deposit to the original sum deposited within five (5) business days after written demand therefor. In the event Licensee shall fully and faithfully comply with all of the terms, covenants and conditions of this License and pay all License fees and other charges and sums payable by Licensee to the County, the Security Deposit shall be returned to Licensee upon the surrender of the Licensed Premises by the Licensee in compliance with the provisions of this License.

- 4.9 Licensee is solely responsible for the payment of all federal, state and local taxes applicable to the operation of the Licensed Premises. With the exception of federal, state and County sales tax, pursuant to Section 1.1(i) (i) of this License Agreement, no such applicable taxes may be deducted from Gross Receipts or from the compensation due under this License.

The County requires a site permit to be obtained for the use of the Premises. If requested, the Licensee shall have the individuals, companies and/or organizations that desire to use the Premises complete and execute said permit, together with a site fee check payable to "Treasurer, Nassau County". In a timely manner, Licensee will forward the completed permit and check to the Commissioner of Parks, Recreation and Museums for approval.

V. RIGHT TO AUDIT

- 5.1 Parks, the Comptroller and other duly authorized representatives of the County shall have the right, during business hours, after giving the Licensee twenty-four (24) hours advanced written notice, to examine or audit Licensee's Records to verify Gross Receipts as reported by the Licensee. Notwithstanding the requirement for twenty-four(24) hour advance notice with respect to access to the Licensee's Records for the purpose of audit, Parks, the Comptroller or other duly

authorized County representative reserves the right to conduct, and Licensee hereby permits, periodic "spot" inspections of the Licensed Premises at any time during business hours for the purpose of inspecting any equipment used by Licensee, including all reports or data generated from or by the equipment and to include health code and regulatory inspections, maintenance inspections and quality assurance inspections. Licensee shall cooperate fully and assist Parks, the Comptroller or other duly authorized representatives of the County in any inspection, examination or audit thereof. In the event that the Licensee's Records, including supporting documentation, are situated at a location fifty (50) miles or more from the County, the Records must be brought to the County for examination and audit or Licensee must pay food, board and travel costs incidental to two (2) auditors conducting such examination or audit at said location.

- 5.2 The failure or refusal of the Licensee to permit Parks, the Comptroller, or their designees to audit and examine the Licensee's Records or otherwise conduct an inspection of the type referred to herein, or the interference in any way by the Licensee in such an audit, examination, or inspection, is presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder which shall entitle Parks to terminate this License.
- 5.3 The failure or refusal of the Licensee to furnish any of the statements required to be furnished under this Agreement within thirty (30) days of its due date, the failure or refusal of the Licensee to maintain adequate internal controls or to keep any of the records as reasonably required by this Agreement or the existence of any unexplained discrepancy in the amount of fees required to be due and paid hereunder, as disclosed by audit conducted by Parks or the Comptroller, of more than five (5) percent in any two out of three consecutive months or more than ten (10) percent in one month, shall be presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder, which shall entitle Parks, at its option, to terminate this License. In addition, the failure or refusal of Licensee to furnish the required statements, to keep the required records or to maintain adequate internal controls shall authorize Parks or the Comptroller to make reasonable projections of the amount of Gross Receipts which would have been disclosed had the required statements been furnished or the required records maintained, based upon such extrinsic factors as the auditors deem appropriate in making such projections. Licensee shall pay any assessment based upon such reasonable projections within fifteen (15) days after receipt thereof, and the failure to do so shall constitute an additional substantial violation of this License and a default hereunder.

VI. UTILITIES

- 6.1 The Licensee shall supply any generators or similar power required for the performance of its obligations under this License Agreement throughout the Term hereof in the operation of the Licensed Premises. The County will be responsible for all other utility costs. Utilities, as described in this License Agreement, may

include, but shall not be limited to, electricity, gas, heat, coolant, water and sewer charges.

VII. INFLAMMABLES

- 7.1 Except for properly stored gasoline, or as otherwise agreed to in writing by County or Parks, Licensee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York.

VIII. OPERATIONS

- 8.1 (a) Licensee, at its sole cost and expense, shall maintain and operate the Licensed Premises in an attractive, first class, safe, sanitary and inviting manner at all times, and in such further manner as Parks shall prescribe and as permitted by the laws, rules, regulations and orders of government agencies having jurisdiction. Licensee accepts the Licensed Premises in their "as-is" condition, except for latent and structural defects and the Licensed Premises failure to comply with applicable law including, but not limited to, the Americans with Disabilities Act., and shall obtain all necessary permits and approvals related to all operations at the Licensed Premises. Licensee shall perform such ongoing and preventive maintenance activities necessary to maintain the Licensed Premises in good order and repair, and consistent with prevailing, professional and industry or trade standards. Licensee shall provide the necessary number of personnel having the requisite skills together with the necessary personal equipment, including, but not limited to tables and chairs, and consumable supplies to properly operate the Licensed Premises in accordance herewith. Licensee's employees, agents and contractors at the Licensed Premises shall be qualified for their respective functions, clean, courteous, helpful, and neat in appearances at all times, and shall wear appropriate uniforms, subject to approval of Parks.

County shall be responsible for all structural portions of the Licensed Premises unless the structure is damaged by Licensee. The Licensee shall not be responsible for making any structural or capital improvements or upkeep to the Licensed Premises whatsoever nor for the cost of utilities, landscaping, grounds, snow removal or other maintenance expenses or utility costs except as expressly set forth herein. All such costs, maintenance and repairs shall be the responsibility of the County, at County's sole cost and expense, which the County agrees to perform in a timely manner.

- (b) Consistent with Local Law 14-2003, and prior to the commencement of services, the Licensee shall ensure that all current and prospective personnel who, in carrying out the License, will have unsupervised or regular and substantial contact with minors are fingerprinted by the Nassau County Police Department. Where the criminal history record of any personnel reveals a conviction of a felony or crime of moral turpitude, the Licensee shall, upon notice from the County, subject to applicable law, remove such personnel from duties involving

unsupervised or regular and substantial contact with minors. Within ten (10) business days of making any changes that involve adding or removing personnel who have unsupervised or regular and substantial contact with minors, the Licensee shall notify the County, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the County to remove personnel from duty shall constitute a material breach of the contract.

(c) Licensee shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with the public, including children. At a minimum, Licensee shall comply with guidelines and procedures of Parks provided to Licensee in writing, including the following:

i. Licensee shall be responsible for screening of all personnel, including substantiating credentials and reference checks. In addition, Licensee shall check each prospective personnel against the Statewide Sexual Offenders Registry.

ii. Licensee agrees not to hire or retain any personnel who refuse to: provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.

iii. Licensee agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including children, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including children, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the alleged perpetrator of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the alleged perpetrator in an ongoing investigation pursuant to a child abuse and maltreatment report on file with the Registry.

8.2 Parks may make use of the Licensed Premises as provided in Section 9 herein.

8.3 Licensee shall submit to Parks for prior approval, not less than sixty (60) days before the first day of each Operating Year, schedules for the coming Operating Year of scheduled private events and proposed schedules of prices and rates for the catering services and products to be provided under the License during the forthcoming Operating Year. All schedules are subject to the reasonable approval of Parks. Any change in such scheduled and approved schedule of prices and rates during the course of an Operating Year must receive prior approval from Parks in writing. Whenever Parks approval is required, such approval shall not be unreasonably withheld, delayed or conditioned.

- 8.4 Licensee warrants that all services provided, and all food, beverages, or other items sold, pursuant to this License shall be of high grade and good quality. Licensee shall operate in such a manner as to maintain a high health inspection rating.
- 8.5 The Licensee shall employ an operations manager ("Manager") possessing appropriate qualifications to manage operations at the Licensed Premises in a manner that is satisfactory to Parks. The Manager must be available by telephone during all events, and Licensee shall provide Parks with a telephone number at which Parks may contact the Manager directly in the event of an emergency. Licensee shall replace any Manager, employee, or subcontractor whenever reasonably and lawfully demanded by Parks.
- 8.6 Licensee shall provide a plan that describes how it intends to make its catering services and activities at the Licensed Premises readily accessible and useable by individuals with disabilities. Such plan shall provide for compliance with the applicable provisions of the American with Disabilities Act ("ADA") and any similarly applicable laws.
- 8.7 Licensee shall, at its sole cost and expense, provide any upgraded lighting, music, music programming, and sound equipment which Licensee determines may be necessary for its operation under this License, subject to approval by Parks. Licensee shall operate and play such sound equipment and music only at a sound level reasonably acceptable to Parks. Licensee shall be responsible for payment of any and all fees or royalties for such music or music programming. Licensee shall not have any outdoor, amplified music without the Commissioner's prior written approval, on a time schedule approved by the Commissioner.
- 8.8 Licensee shall promptly notify the Commissioner of accidents or unusual incidents occurring at the Licensed Premises. Such notice, including documents filed with any County, law enforcement, or insurance agencies, shall also be provided in writing within twenty-four (24) hours of the discovery of such accident or occurrence. Such accidents or incidents shall include, without limitation, damage to person or property, fire, flood, and casualty. Licensee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Licensed Premises, and Licensee shall notify the Commissioner in writing as to said person's name and address.
- 8.9 Licensee shall cooperate with Parks in providing use of the Licensed Premises without charge for programs conducted by or arranged for by Parks pursuant to Section IX herein. Parks shall consult with Licensee in an effort to schedule such events at times mutually agreeable to Licensee and to Parks, with the final decision to be made by Parks.
- 8.10 The Licensee will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all

applicable New York State Labor laws and local labor laws, including, but not limited to, Local Law 1998.

- 8.11 Any sign posted by the Licensee at the Licensed Premises, or any advertisement used in connection with such facility, shall be subject to the prior written approval of Parks.
- 8.12 Licensee shall, at its sole cost and expense, post throughout the Licensed Premises such signs as may be necessary to direct patrons to its services and facilities. The design and content of all such signs are subject to Parks prior approval, which approval shall not be unreasonably withheld.
- 8.13 The County reserves for its sole benefit all other rights to the Licensed Premises, including, but not limited to, intellectual property rights, the right to issue permits, and the right to retain revenues derived from other sources not specifically granted to Licensee.
- 8.14 Licensee shall assume all risk in the operation of this License Agreement and agrees to comply with all Federal, State and Local regulations and all rules, regulations and ordinances of Nassau County affecting said premises in regard to all matters, and especially in the sale of, use of and storage of foodstuffs, and beverages and the limitation of parts of the premises to special uses or for the use of special classes of patrons and to indemnify and hold said County, Parks, and their agents, officers and employees harmless from any claims arising out of any of its violations of any law, ordinance or regulation.
- 8.15 The County reserves the right to inspect, at any time, in order to insure that the Licensee maintains the facility and equipment in a clean and sanitary manner, and Licensee shall provide, at all times, access to the Licensed Premises to Parks or its representatives and to other County, State or Federal officials having jurisdiction, for inspection purposes.
- 8.16 The Licensee will be responsible for all maintenance and repair of the Licensed Premises and equipment occasioned by and resulting from its activities and operations hereunder. The Licensee will be responsible for the breaking down of all tables, chairs and other accessory items and the storage of such items and equipment in assigned areas, or the removal of same, within a reasonable time following the conclusion of each event. The Licensee shall complete all cleaning of the Licensed Premises and restore same to a neat and clean condition immediately upon the conclusion of each event.
- 8.17 Deliveries of supplies and equipment to the Licensed Premises by commercial vehicle shall be scheduled and coordinated by Licensee so as not to conflict with Parks' operations at the Licensed Premises.
- 8.18 Licensee will not be authorized to sell, lease, license, market or otherwise offer so called "naming rights" and "sponsorship rights" to the Licensed Premises. The County specifically reserves all such rights.

8.19 (a) Licensee shall record contemporaneously all transactions involved in the operation of this License on New York State tested, non-resettable, cash registers and vending machine meters, and shall keep Records as required by Section 4 and as deemed acceptable by the County. In the event that any future Federal, State, or County law requires County vendors to provide real time auditable software or other cash register or vending machine systems, Licensee shall comply with such law. All registers or other point of sale systems shall be equipped with tamper proof totalizers provided at the sole cost of Licensee. County acknowledges that cash registers are not carried by Licensee's walking vendors or on mobile trucks, and that sales from said walking vendors and vehicles shall be recorded on cash registers at Licensee's fixed facilities immediately upon said vendor's return to said facilities. Throughout the Term, Licensee shall work with the County to monitor and evaluate Licensee's cash registers and vending machine meters, to maintain their accuracy.

(b) No reset of cumulative cash register readings shall be permitted or performed by Licensee. All keys for reset purposes shall be turned over to Parks. If a cash register or point of sale system must be repaired, or otherwise removed from the Licensed Premises, Licensee shall allow for the readings to be recorded and verified by Parks personnel both before the equipment leaves and when it re-enters the Licensed Premises. Parks reserves the right to audit register or point of sale readings at any time.

(c) In the event that sales are conducted without operable cash registers or without following the procedure specified in the above paragraphs 8.6(a) and (b), a penalty of \$150 per day may be assessed by and is immediately payable to Parks. A persistent pattern of inoperable registers or failure to follow the above procedures consistently may, at the sole discretion of Parks, be cause for termination of this License.

8.20 The Licensee shall submit to the Department a copy of each contract the Licensee enters into pursuant to this Agreement, within three (3) business days from the date of said contract. The Department will provide the Licensee with the name(s) and contact information to whom this information shall be submitted.

IX. RESERVATION FOR PARKS SPECIAL EVENTS

9.1 Parks reserves the right to exempt up to seven (7) Special Events and/or Catering events from this contract. Parks will give Licensee at least thirty (30) days' notice of its intent to exclude any particular Special Event or Catering event.

X. MAINTENANCE, SANITATION, AND REPAIRS

10.1 Licensee shall be responsible for repairs, structural and non-structural, caused by its negligence or willful misconduct. Licensee shall at all times keep the Licensed Premises clean, neat and with respect to the food and beverage service operations, fumigated, disinfected, deodorized and in every respect sanitary. Licensee shall

provide cleaning and maintenance services for the Licensed Premises after each and every event. Licensee shall repair and maintain in good working order and replace when necessary any and all equipment installed by Licensee at the Licensed Premises necessary for the proper operation of this License.

- 10.2 Licensee shall maintain the Licensed Premises to the satisfaction of the County. Licensee shall perform such maintenance in a good and worker-like manner. This will include, but is not limited to, floor shining, landscaping and generally presenting the Barn in a first-class manner.
- 10.3 No later than thirty (30) days before the end of each Operating Year, Licensee shall conduct a site inspection at the Licensed Premises with a representative of Parks. Such inspection shall assess the condition of the Licensed Premises and all fixed equipment therein and determine the nature and extent of repairs performed by Licensee. Additionally, Parks may perform random site inspections.
- 10.4 Licensee shall provide covered waste receptacles at the Licensed Premises within fifty (50) feet of all areas operated by Licensee. All waste, garbage, refuse, rubbish, and litter ("Trash") which collects upon the Licensed Premises and within fifty (50) feet of all areas operated by Licensee without regard to its sources, shall be daily collected, recycled if necessary, bagged and placed in an area designated by County for pick-up at the Licensee's sole cost and expense. All Trash generated at the Licensed Premises during Licensee sponsored Special Events shall be collected and removed by Licensee at its sole cost and expense. Licensee shall not bring in any off-site waste, garbage, refuse, rubbish, and litter for disposal at the Licensed Premises, and waste receptacles shall be kept clean. In performing its duties under this section, Licensee shall comply with all applicable ordinances and programs of the Village, Town, County, State and Federal governments. Subject to the provisions stated above, Licensee shall properly bundle and/or separate, as required, for pickup pursuant to Village, Town, County, State and Federal law, all corrugated cardboard, magazines and catalogs, newspapers, high-grade office paper and envelopes, computer paper, phone books, paper bags, cardboard boxes, pizza boxes, non-Styrofoam egg cartons, milk and juice cartons, aluminum products (including foil and trays), metal cans, plastic and glass bottles, detergent bottles, glass jars, milk jugs, metals (pans, irons), aerosol cans, wire hangers, and paint cans. These recyclables must be rinsed or rid of all food products, as necessary. Licensee shall provide appropriate colored receptacles to allow the public the opportunity to separate recyclable material from biodegradable waste resulting from sales made at the Licensed Premises.
- 10.5 Licensee shall not use or permit the storage at the Licensed Premises of any hazardous substances or materials, including illuminating oils, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited by the standard policies of fire insurance companies in the State of New York. Licensee shall properly handle, store, and use all fuel, including propane and associated tanks and equipment, in a manner that meets all applicable building and fire codes, rules, and regulations.

XI. CORRECTIONS IN OPERATIONS

- 11.1 Should the County reasonably decide that Licensee is not operating the Licensed Premise in a satisfactory manner, Parks may, in writing, mailed certified mail, return receipt requested, order Licensee to improve operations to acceptable standards or to correct such conditions, as County may reasonably deem appropriate. In the event that Licensee fails to comply with such written notice or respond in a manner satisfactory to Parks within thirty (30) days from the receipt of said notice, notwithstanding any other provision herein, then County may terminate this License.
- 11.2 Should County, in its sole judgment, decide that an unsafe or emergency condition caused by Licensee exists on the Licensed Premises after written notification, Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition, unless such emergency condition is structural in nature or otherwise the responsibility of County under this Agreement. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the County in writing and indicate the period within such condition shall be corrected. County, in its sole discretion, may extend such period of time in order to permit Licensee to cure, under such terms and conditions as appropriate, or terminate this License.

XII. FIXED EQUIPMENT

- 12.1 Licensee shall, at its sole cost and expense and to the satisfaction of County, provide and replace if necessary all equipment necessary for the operation of this License, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Licensed Premises.
- 12.2 County has title to all Fixed Equipment. Licensee shall have the use of all Fixed Equipment located on the Licensed Premises.
- 12.3 Title to any Additional Fixed Equipment and to all construction, renovation, or improvements made to Licensed Premises, shall vest in and belong to the County at County's option, which option may be exercised at any time after the substantial completion of the affixing of said equipment or the substantial completion of such construction, renovation or improvement. To the extent the County chooses not to exercise such option it shall be the responsibility of Licensee to remove such items at its sole cost and expense after the termination of this License.

XIII. EXPENDABLE OR PERSONAL EQUIPMENT

- 13.1 Licensee shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this License and shall replace the same at its own cost and expense when requested by County.
- 13.2 Title to all Expendable or Personal Equipment provided by Licensee shall remain in Licensee and such equipment shall be removed by Licensee at the termination or expiration of this License, except as may be otherwise provided herein. Should any property remain in the Premises after such expiration or termination, the County shall notify the Licensee to remove such property within ten (10) days from the date of such writing and, if Licensee should fail to remove such property, the County may deal with such as though same had been abandoned and charge all costs and expenses incurred in the removal thereof to the Licensee. The Licensee's obligation to observe and perform all the terms covenants, and conditions of the agreement shall survive the expiration or other termination thereof. If Licensee's equipment is removed, the Licensee shall repair any damage caused to the Licensed Premises by said removal, to the reasonable satisfaction of the County.
- 13.3 The Equipment to be removed by Licensee pursuant to Section 13.2 above shall be removed from the Licensed Premises in such a way as shall cause no damage to the Licensed Premises. Notwithstanding its vacating and surrender of the Licensed Premises, Licensee shall remain liable to County for any damage it may have caused to the Licensed Premises beyond ordinary wear and tear.

XIV. EQUIPMENT AND CONDITION UPON SURRENDER

- 14.1 Notwithstanding the foregoing, at the expiration or sooner termination of this License, Licensee shall surrender the Licensed Premises, and the Fixed and Additional Fixed Equipment to which County holds title, in at least as good a condition as said Licensed Premises and the Fixed and Additional Fixed Equipment were found by Licensee, reasonable wear and tear excepted.
- 14.2 Licensee acknowledges that it is acquiring a license to use the Licensed Premises and Fixed Equipment thereon solely on reliance on its own investigation, that no representations, warranties or statements have been made by the County concerning the fitness thereof, and that by taking possession of the Licensed Premises and Fixed Equipment Licensee accepts them "as is" in their present condition.

XV. LIENS

- 15.1 Lien. (a)(1) The Licensee shall not cause the Premises to be encumbered by any Lien Defined below). As used in this agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmens' lien, or any other

matter or thing whereby the estate, rights or interest of the County in and to the Premises or any portion thereof might be impaired.

- 15.2 If any mechanic's, laborer's, vendor's, material man's or similar statutory lien is filed against the Premises or any part thereof, by virtue of an act or omission of Licensee or if any public improvement lien created or allowed to be created by the Licensee shall be filed against any assets of, or funds appropriated to, the County, the Licensee shall, within sixty (60) days after receiving notice of the filing of such lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.
- 15.3 Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of the County, express or implied, to any contractor, subcontractor, laborer or material man for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof, nor as giving the Licensee any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against the Premises or any part thereof or against assets of, or funds appropriated to, the County. Notice is hereby given, and the Licensee shall cause all construction agreements to which it is a party to provide, that to the extent enforceable under applicable law, the County shall not be liable for any work performed at the Premises or any part thereof for the Licensee or any subcontractor or for any materials furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect the Premises or any part thereof or any assets of, or funds appropriated to, the County.

XVI. ALTERATIONS

- 16.1 (a) "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to original premises or in the event of fire or other cause), rehabilitation, modification, addition or improvement to Licensed Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of Licensed Premises.
- (b) Licensee may alter Licensed Premises only in accordance with the requirements of subsection (c) of this Section. Alterations shall become property of County upon their attachment, installation or affixing.
- (c) In order to alter Licenses Premises pursuant to subsection (b) of this Section, Licensee must: (i) Obtain County's written approval (which shall not be unreasonably withheld) for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated

purchases and/or work; (ii) Insure that work performed and alterations made on Licensed Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Article in a good and workmanlike manner, and within a reasonable time; and (iii) Notify County of the completion of, and the making final payment for, any alteration within ten (10) days after the occurrence of said completion or final payment.

(d) County may, in its discretion, make repairs, alterations, decorations, additions or improvements to the Licensed Premises at the County's expense, but nothing herein shall be deemed to obligate or require the County to make any repairs, alterations, decorations, additions, or improvements, nor shall this provision in any way affect or impair Licensee's obligation herein in any respect. Any work performed by County will not interfere with Licensed activities under the License.

- 16.2 County reserves the right to perform construction or maintenance work in its discretion at the Licensed Premises at any time during the term of this License. Licensee agrees to cooperate with County, to accommodate any such work by County and provide public and construction access through the Licensed Premises as deemed necessary by Parks. County shall use its best efforts to give Licensee at least fourteen (14) days prior written notice of any such work, and not to interfere substantially with Licensee's operation or use of the Licensed Premises. County may temporarily close a part or all of the Licensed Premises for County's purpose as determined by the County. In the event that Licensee must close the Licensed Premises for the purposes provided for in this License because of such Parks' construction, then Licensee may propose and submit for Parks approval a plan to equitably address the impact of the closure. Licensee shall be responsible for security of all of Licensee's property on the Licensed Premises at all times.

XVII. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

- 17.1 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, and any purported assignment, other disposal or modification without such prior written consent of the County Executive 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.

XVIII. ALTERATIONS

- 18.1 Except as otherwise required herein, County may, in its discretion, make repairs, alterations, decorations, additions or improvements to the Licensed Premises at the County's expense, but nothing herein shall be deemed to obligate or require the County to make any repairs, alterations, decorations, additions, or improvements, nor shall this provision in any way affect or impair Licensee's obligation herein in any respect. Any work performed by County will not interfere with Licensed activities under the License.

County reserves the right to perform construction or maintenance work in its discretion at the Licensed Premises at any time during the term of this License. Licensee agrees to cooperate with County, to accommodate any such work by County. County shall use its best efforts to give Licensee at least fourteen (14) days prior written notice of any such work, and not to interfere substantially with Licensee's operation or use of the Licensed Premises. County may temporarily close a part, or all of the Licensed Premises for County's purposes as determined by the County. In the event that Licensee must close the Licensed Premises for the purposes provided for in this License because of such Parks' construction, then Licensee may propose and submit for Parks approval a plan to equitably address the impact of the closure. Licensee shall be responsible for security of all of Licensee's property on the Licensed Premises at all times.

XIX. INDEPENDENT CONTRACTOR

- 19.1 The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee 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).

XX. NO ARREARS OR DEFAULT

- 20.1 The Licensee 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.

XXI. COMPLIANCE WITH LAW

- 21.1 Compliance With Law. (a) The Licensee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, prevailing and living wage, disclosure of information, and vendor registration, in connection with its performance under this Permit. 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 vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, and any requisite approvals or permits as may be required by the Nassau County Police Department or Nassau County Department of Public Works, as the same may be amended from time to time, enacted, or adopted. The Licensee shall obtain, at its sole cost and expense, any and all approvals, permits and other licenses required by federal, state and local laws, rules, regulations and

orders which are or may become necessary including any Nassau County Department of Health permits required, any and all inspections of the Nassau County Fire Marshall's Office .

(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 Licensee agrees as follows:

- (i) The Licensee shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Licensee has the right to cure such breach within thirty (30) 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 Licensee to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement shall be controlled by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate. All information disclosed by Parks, in tangible form, which is clearly marked with a "CONFIDENTIAL", "PROPRIETARY", "RESTRICTED" or similar legend, shall be deemed and protected as confidential Parks information.

(d) 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 Licensee agrees as follows:

- (i) Licensee 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, such breach being determined solely by the County. Licensee 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) On a yearly basis, Licensee shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix C.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the District 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 District 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 District shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the District 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 District 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 District shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

(h) Noise. Licensee shall have the right to have amplified music outside. The music must end no later than authorized by the subject permit.

XXII. MINIMUM SERVICE STANDARDS

22.1 Regardless of whether required by Law:

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

XXIII. INDEMNIFICATION, DEFENSE, COOPERATION

23.1 (a) Each party shall be solely responsible for and shall indemnify and hold harmless the other party, and their respective officers, employees, and agents (the "Indemnified Party") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective agents, except to the extent caused by a negligent or willful act or omission of the Indemnified Party..

(b) The indemnifying Party shall, upon the appropriate Indemnified Party's demand and at the Indemnified Party's direction, promptly and diligently defend, at the indemnifying Party's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the Indemnified Party for

which the indemnifying Party is responsible under this Section, and, further to the indemnifying Party's indemnification obligations, the indemnifying Party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Licensee shall, and shall cause Licensee agents to, cooperate with the County and Parks in connection with the investigation, defense or prosecution of any action, suit or proceeding.

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

XXIV. INSURANCE

24.1 (a) Types and Amounts. The Licensee 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 include "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage; (ii) excess liability coverage in the amount of at least five million dollars (\$5,000,000) in one or more layers, which limit may be revised from time to time at the sole discretion of the County to reflect amounts which a prudent licensee of a comparable size and in a comparable endeavor would obtain; (iii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage; and (iv) compensation insurance for the benefit of the Licensee's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, such as "Contractor's Liability Insurance" including Builder's All-Risk Insurance, as the County may from time to time specify. Licensee's insurance coverage must include the addition of the Licensee/client and any third-party sub-contractors and/or event vendors as an additional insured.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Licensee pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and reasonably acceptable to the County, and (ii) in form and substance reasonably acceptable to the County. The Licensee shall be solely responsible for the payment of all deductibles to which such policies are subject. The Licensee 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 Licensee 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 Parks. 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 Licensee shall provide written notice to Parks of the same and deliver to Parks renewal or replacement certificates of insurance. The Licensee shall cause all insurance to remain in full force and effect throughout the term of this Agreement, and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Licensee to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Licensee 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.

XXV. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY

25.1 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 Licensee shall present the demand or claim(s) upon which such action or special proceeding is based in writing to the applicable Deputy County Executive ("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 Licensee shall send or deliver copies of the documents presented to each of (i) Parks and, (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 Licensee shall allege that the above-described actions and inactions preceded the Licensee'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.

XXVI. CONSENT TO JURISDICTION AND VENUE; GOVERNING LAW

26.1 Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located 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 law's provisions thereof.

XXVII. NOTICES

- 27.1 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 Parks, to the attention of Parks at the address specified above for Parks, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Parks shall provide to Licensee) 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 Licensee, to the attention of the person who executed this Agreement on behalf of the Licensee at the address specified above for the Licensee, or in each case to such other persons or addresses as shall be designated by written notice.

XXVIII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY,
SUPREMACY

- 28.1 (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 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, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

XXIX. SECTION AND OTHER HEADINGS

- 29.1 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.

XXX. ENTIRE AGREEMENT

- 30.1 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. In the event of a conflict or ambiguity between any term of this Agreement above the signature page and any Exhibit, the Agreement above the signature page shall take precedence followed by the County RFP and then the Licensee's Proposal.

XXXI. EXECUTORY CLAUSE

- 31.1 Notwithstanding any other provision of this Agreement:

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

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

XXXII. WAIVER OF COMPENSATION

- 32.1 Unless arising from the County's willful or negligent conduct hereunder, Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Licensed Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and Licensee hereby expressly releases and discharges Parks, its agents, and the County from any demands, claims, actions and causes of action arising from any of the causes aforesaid.
- 32.2 Except as provided in Section 3.4 hereof, Licensee further expressly waives any and all claims for compensation, loss, of profit, or refund of its investment, if any,

or any other payment whatsoever, in the event this License is terminated by County for cause.

XXXIII. WAIVER OF TRIAL BY JURY

- 33.1 Licensee and County hereby waive trial by jury in any action, proceeding, or counterclaim brought either party in connection with any matter related to this License.

XXXIV. CONFLICT OF INTEREST

- 34.1 Licensee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License no person having such an interest or possible interest shall be employed by it. No elected official or other officer or employee of the County or Parks, nor any person whose salary is payable, in whole or part, from the County treasury, shall participate in any decision relating to this License which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

XXXV. PROCUREMENT OF AGREEMENT

- 35.1 Licensee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage fee or any other compensation. Licensee further represents and warrants that no payment, gift or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Licensee makes such representation and warranties to induce the County to enter into this License and the County relies upon such representations and warranties in the execution hereof.
- 35.2 In the event of a breach or violation by Licensee of its representations or warranties made under Section 35.1 hereof, the County shall have the right to annul this License without liability to Licensee for any monies paid hereunder, if any.

XXXVI. JUDICIAL INTERPRETATION

- 36.1 Should any provision of this License require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this License Agreement and

that legal counsel was consulted by each responsible party before the execution of this License Agreement.

XXXVII. INFORMATION TECHNOLOGY SYSTEMS SECURITY

- 37.1 In connection with the services provided hereunder, Licensee may need to operate certain information technology systems not owned by County ("Licensee Systems"), which the parties agree will not connect or interface with County's internet access, networks, software, or information technology systems ("County Systems"). Licensee will be solely responsible for all Licensee Systems, and County will be solely responsible for all County Systems, including taking the necessary security and privacy protections that are reasonable under the circumstances. If Licensee serves as the merchant-of-record for credit or debit card transactions in connection with the Services provided hereunder, then Licensee will be responsible for complying with applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If the parties subsequently agree to connect or interface Licensee Systems with County Systems, then the parties agree that (1) they will mutually agree on an amendment to this section appropriately allocating responsibility for compliance with data protection laws, regulations, and standards and (2) such connection or interface will not be implemented until the parties mutually agree on such amendment.

XXXVII. LICENSEE ASSISTANCE UPON TERMINATION

- 38.1 In connection with the termination or impending termination of this Agreement the Licensee 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 Licensee's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

[Remainder of page intentionally left blank]

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

Coliseum Kitchen, Inc.

By: 

Name: Robert Salsoliz, Jr.

Title: President

Date: 3-5-20

COUNTY OF NASSAU

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

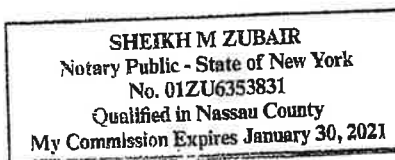
STATE OF NEW YORK)
) ss.:
COUNTY OF Nassau)

On this 5 day of March in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph Galdorisi, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person, or entity upon behalf of which the person acted executed the instrument.



Notary Public

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



On this ___ day of _____, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto.

Notary Public

SCHEDULE "A"
PARKS INCLUDED AS PART OF THE PREMISES

Eisenhower Park (excluding the Carlton in the Park and the Public Safety conversion), including the Golf facilities and Nassau County Aquatic Center, East Meadow, New York

North Woodmere Park, North Woodmere, New York

Cantiague Park, Hicksville, New York

Bay Park, East Rockaway, New York

Christopher Morley Park, Roslyn, New York

Wantagh Park, Wantagh, New York

Mitchell Athletic Complex, Uniondale, New York

Inwood Park, Inwood, New York

Grant Park, Hewlett, New York

Centennial Park, Roosevelt, New York

Reverend Mackey Park, Roosevelt, New York

Cedar Creek Park, Seaford, New York

Washington Avenue Park, Seaford, New York

Garvies Point Museum and Reserve (except catering on a non-exclusive basis), Glen Cove, New York

Tackapausha Museum (except catering on a non-exclusive basis), Seaford, New York

All preserves (except Elderfields, Bailey's Arboretum, the Holocaust Center at Welwyn, Sands Point Preserve, Chelsea Mansion and Grounds, and Cedarmere)

Future acquired park sites but does not include any and all future facilities built pursuant to a public/private partnership agreement between County and a third party where the third party expends its own funds for construction.

Nassau County pocket parks, if needed

Old Bethpage Village Restoration is not included as part of the Premises

The Twin Rinks Ice facility, located in Eisenhower Park, is specifically excluded from this Agreement

The Christopher Morley Tennis facility, located in Christopher Morley Park, is specifically excluded from this Agreement.

The Butler Building, located in the Mitchell Athletic Complex, is specifically excluded from this Agreement.

EXHIBIT B
FACILITY REQUIREMENTS

1. Licensee shall construct and operate the facility and build out any approved capital improvements at their own cost and in compliance with all applicable laws, rules, codes and regulations. All areas are to provide handicapped access in compliance with any local, state or federal laws for people with disabilities if applicable. Licensee shall procure all vendors and shall be responsible for all costs to bring the facility to full operational status. These costs will include, but not be limited to, design, construction, permits, etc. All plans and specifications for all new construction and renovation must be submitted to the Commissioner of the Department of Parks, Recreation and Museums, and the Commissioner of the Department of Public Works, or their designees for formal approval prior to the commencement of any work. Three (3) sets of all construction documents are to be submitted for review and approval. The Licensee will pay the County a design review fee equal to 0.5% of the project value upon approval of the construction documents. Said fee shall be payable within thirty (30) days of acceptance of the bid and prior to commencement of construction. Licensee shall secure the site during the construction phase. The following Guidelines apply for any Capital Improvement executed pursuant to the terms of any Agreement between the County and the Licensee. The Licensee must have the work designed by a New York State licensed Engineer or Architect and constructed in accordance with all applicable codes including, but not limited to, the following codes and standards, unless more stringent requirements are appropriate:

A. New York State Uniform Fire Prevention & Building Code

B. New York State Energy Conservation Construction Code

C. New York State Sanitary Code

D. National Electric Code

E. Occupational Safety and Health Administration Code

F. State Laws, Local Ordinances, and Utility Company Regulations

G. New York State Industrial Code

H. Nassau County D.P.W. Standard Specs. For Construction of Highways

I. Nassau County D.P.W. Standard Specs. for Construction of Sanitary Sewers

J. Americans With Disabilities Act

2. If the Licensee proposes a pre-engineered metal building system, it shall be manufactured and built per the guidelines of the Metal Building Manufacturers Assoc. (MBMA); and the producer/manufacturer of the building shall be a member of the MBMA.

3. The license documents shall be signed and sealed by the Architect/Engineer of record.

4. The Licensee or its Architect/Engineer shall obtain all applicable approvals, permits, and certificates required by all regulatory and permitting agencies having jurisdiction, including; village, town, county, state and federal agencies, including but not limited to the N.Y.S.D.E.C.

5. The Architect/Engineer of record shall certify in writing to the County and all other public agencies having jurisdiction that the facility was constructed in accordance with the license documents and all applicable codes and standards.

6. Record "as-built" drawings sealed and certified by the Architect/Engineer of record shall be submitted to the County if the improvement is a permanent improvement to a County facility.

7. The Licensee will be responsible for the cost of all equipment for operation of the License. Said cost shall include repair and /or replacement.

8. Any proposed Capital Improvement project that involves electrical or HVAC equipment must use equipment that qualifies for the Long Island Power Authority (LIPA) Clean Energy Initiative program.

Appendix A

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of

subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan, any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractors' Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix B, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

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

served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

As used in this Appendix B the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

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

Appendix B

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Ralph Gradosi / Coliseum Kitchen LLC. (Name)
1166 Old Country Rd. Plainville NY 11803 (Address)
516 483-4800 W 516 707-4670 Cell (Telephone Number)

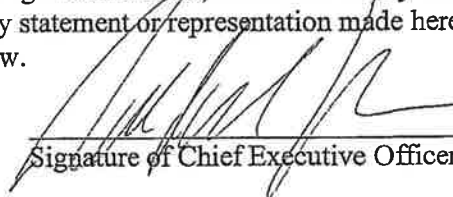
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a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

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

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

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

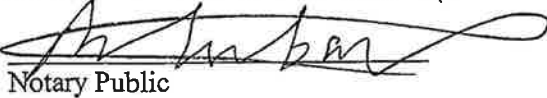
3-5-20
Dated


Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

5th day of March, 2020.


Notary Public

SHEIKH M ZUBAIR
Notary Public - State of New York
No. 01ZU6353831
Qualified in Nassau County
My Commission Expires January 30, 2021



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DT

DATE (MM/DD/YYYY)

10/03/2019

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

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

PRODUCER Grace Insurance Agency 88 Broadway Hicksville, NY 11801		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: COLIS-2															
INSURED Coliseum Kitchen Inc. dba Coliseum Caterers 1660 Old Country Road Plainview, NY 11803		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Merchants Mutual Insurance Co</td><td>23329</td></tr><tr><td>INSURER B: The State Ins. Fund</td><td>36102</td></tr><tr><td>INSURER C: Shelterpoint Life Ins</td><td>81434</td></tr><tr><td>INSURER D: Merchants Preferred Insurance</td><td>12901</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Merchants Mutual Insurance Co	23329	INSURER B: The State Ins. Fund	36102	INSURER C: Shelterpoint Life Ins	81434	INSURER D: Merchants Preferred Insurance	12901	INSURER E:		INSURER F:	
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INSURER D: Merchants Preferred Insurance	12901																
INSURER E:																	
INSURER F:																	

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/YYYY)	LIMITS
A	GENERAL LIABILITY			BOPI051513	08/30/2019	08/30/2020	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 4,000,000
D	AUTOMOBILE LIABILITY			CAPI053027	09/15/2018	09/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE (PER ACCIDENT) \$				
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	CUP9142887	08/30/2019	08/30/2019	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$ 3,000,000
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			H2369914-3	08/30/2019	08/30/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liq. Legal Liab.			BOPI051513	08/30/2019	08/30/2020	Occurrenc 1,000,000 Aggr. 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate holder, Nassau County, is included as Additional Insured as required by written agreement.

CERTIFICATE HOLDER**CANCELLATION****COUNTYN**

County of Nassau
1550 Franklin Avenue
Mineola, NY 11051

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

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LAURA CURRAN
County Executive



EILEEN KRIEB
Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

TO: Robert Cleary, Chief Procurement Officer

FROM: Eileen Krieb
Commissioner, Department of Parks, Recreation and Museums

DATE: April 6, 2020

SUBJECT: Delay Memo – Coliseum Kitchen, Inc. CQPK20000011

This memorandum is submitted in response to your request for a delay memo to explain the retroactivity of the above-mentioned license agreement. CQPK20000011 is a revenue-producing license agreement granting Coliseum Kitchen, Inc. the rights to operate and manage on-site full-service catering for private events held at Nassau County Parks. The terms for the agreement are 3/15/2020 – 3/14/2025.

An initial delay in timely submission of the agreement was due to contract negotiations, and completion of required disclosure forms, principal questionnaires, and other accompanying documents. Further delay had been caused due to the impact of the COVID-19 pandemic.

JK
4/21/20