



Certified:

E-105-20

E-105-20

NIFS ID:CQPR20000001 Department: Purchasing**Capital:**

SERVICE: Vending Machines

Contract ID #:CQPR20000001

NIFS Entry Date: 15-JUN-20

Term: from to

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: Vendrite Vending Corporation	Vendor ID#: 11-2744653
Address: 70 S Macquesten Parkway, Mount Vernon, New York 10550	Contact Person: Carl Gerfo
	Phone: 718-767-9292

Department:
Contact Name: Allison Malhame
Address: One West Street, Room 100, Mineola, New York 11501
Phone: 516-571-5801

2020 JUN 23 P 12:20

Routing Slip

Department	NIFS Entry: X	15-JUN-20 -- AMALHAME
Department	NIFS Approval: X	29-JUN-20 -- AMALHAME
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	29-JUN-20 -- IQURESHI
OMB	NIFS Approval: X	29-JUN-20 -- SDEWS
County Atty.	Insurance Verification: X	29-JUN-20 -- AAMATO
County Atty.	Approval to Form: X	29-JUN-20 -- DMCDERMOTT

CPO	Approval: X	02-JUL-20 -- KOHAGENCE
DCEC	Approval: X	06-JUL-20 -- JCHIARA
Dep. CE	Approval: X	06-JUL-20 -- H WILLIAMS
Leg. Affairs	Approval/Review: X	23-JUL-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is a new contract to provide vending food and beverage services, including remotely audited machines to serve on County Premises. All vending machines are required to be new or newly refurbished and accept multiple, secure, self-checkout payment options such as debit, credit, cash and Apple Pay/Google Wallet. The specific locations for these machines are listed in Exhibit A.
Method of Procurement: Request for Proposal (RFP) - Four responses were received, reviewed and evaluated according to the criteria stated in the solicitation. Vendrite was chosen as the County's vending operator as they have vast experience in vending, provide transparent reporting, received excellent references, and offered the County the highest percentage commission on sales.
Procurement History: The previous contract expired on 12/31/19. A RFP to solicit vending machine services was issued on October 11, 2019 and cancelled on December 30, 2019. Another RFP was issued on January 9, 2020 with proposals due January 24, 2020. Four responses were received, reviewed and evaluated according to the criteria stated in the solicitation. The selection committee met with prospective vendors to ask detailed questions prior to completing their rating sheets. Vendrite was chosen as the County's vending operator as they have vast experience in vending, provide transparent reporting, received excellent references, and offered the County the highest percentage commission on sales.
Description of General Provisions: Nassau County requested proposals from qualified individuals and entities authorized to do business in the State of New York, for the rights to operate and manage food and beverage vending machines for use by County employees and the general public visiting County premises. This contract is for 6 years from execution with the option to renew for 4 additional 1 year terms
Impact on Funding / Price Analysis: This is a revenue contract, there is no cost to the County. The vendor shall pay the county the greater of either the guaranteed flat fee or the percentage of gross receipts. The guaranteed flat fee increases each year (\$38,200 in year 1 to \$52,000 in year 10). All machines should be new or newly refurbished and accept multiple, secure, self-checkout payment options such as debit, credit and cash, all machines are to be cleaned and disinfected with every re-stocking or service call.
Change in Contract from Prior Procurement: This is a new contract
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue	X		BUGEN1000	\$ 0.01
Control:	10	Contract:				\$ 0.00
Resp:	1000	County	\$ 0.01			

Object:	DE500	
Transaction:		
Project #:		
Detail:		

RENEWAL		
% Increase		
% Decrease		

Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

	\$ 0.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
TOTAL	\$ 0.01

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, AND VENDRITE VENDING CORPORATION

WHEREAS, the County has negotiated a license agreement with Vendrite Vending Corporation, to provide vending machines services as various County locations, 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 Vendrite Vending Corporation.

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Vendrite Vending Corporation

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:** six(6) years with option to renew for four(4) additional one(1) year periods

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

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 requested Proposer(s) to provide vending food and beverage services, including remotely audited machines to serve some or all of the County Premises. Any healthy vending machine food or pre-packaged food options were to be included in a proposer's proposal. All vending machines are required to be new or newly refurbished and accept multiple, secure, self-checkout payment options such as debit, credit, and cash. The proposer must provide a Revenue Proposal Form outlining the sales commissions they will pay to the County.

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

IQURESHI

29-JUN-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.

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Vendrite Vending Corporation

CONTRACTOR ADDRESS: 70 S Macquesten Parkway, Mount Vernon, NY 10550

FEDERAL TAX ID #: 11-2744653

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 January 9, 2020 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on January 24, 2020 _____ [date]. Four (4) [state #] proposals were received and evaluated. The evaluation committee consisted of: Irina Sedighi-Budget, Bonnie Sollog-Health, Roseann D'Alleva-DPW, Vaughn Banks-Shared Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Department Head Signature

6/16/20

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.

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: 02/20/2020

1) Proposer's Legal Name: Vendrite Vending Corporation

2) Address of Place of Business: 70 S Macquesten Parkway

City: Mount Vernon State/Province/Territory: NY Zip/Postal Code: 10550

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: No Dun and Bradstreet number available

5) Federal I.D. Number: 11-2744653

6) The proposer is a: Other (Describe) Vendrite Vending is registered as an S Corp.

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.

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

No conflict exists.

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

No conflict exists.

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

In the event of a conflict of interest, we would notify the County and be guided accordingly.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1985

- 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.

Carl Gerfo: President: 3 Glen Hill Drive, St James, NY 11780

Michael Cascione: Vice President: 1309 Shelbourne Avenue, Mamaroneck, NY 10543

Eliahu Tornheim: Treasurer: 5 Ari Drive, Suffern, NY 10901

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.

Carl Gerfo: President:

Michael Cascione: Vice President:

Eliahu Tornheim: Treasurer:

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;

43

- vi) Annual revenue of firm;

758338

- vii) Summary of relevant accomplishments

Vendrite Vending Corp. carries a full-line of food and beverage vending products and we are located close by located in Mt Vernon, New York. We currently service hundreds and hundreds of high-end organizations with name brand soda, juices, snacks, coffee, dietary delights, food and ice cream. We pride ourselves in our huge fleet of delivery trucks that enables us to provide the most efficient and timely service.

Our clients represent many different industries with diverse service requirements. We enjoy a strong working relationship with countless learning institutions throughout the New York area. We have found that over twenty five years of experience has proven to be an excellent teacher and helped us to build and solidify our reputation for excellence and quality.

Please keep in mind that we are happy to accommodate any scenario that will best suit your company's needs.

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

B. Indicate number of years in business.

35

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

Thank you for this special opportunity and for your interest in Vendrite Vending Corporation. I truly appreciate your future consideration in upgrading your vending machine arrangement. Vendrite Vending has been the Tri-state area's leader in full-service automated vending for over 30 years! We welcome this opportunity to submit to you our detailed proposal to your company. Prestigious organizations are upgrading to Vendrite because Vendrite Vending offers a wider product variety, brand new state-of-the-art machines and a best-in-class service!

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	FedEx		
Contact Person	Effie Misoulis		
Address	510 Stewart Avenue		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(917) 337-9167		
Fax #			
E-Mail Address	emisoulis@fedex.com		

Company	Sachem School District		
Contact Person	Lisa Zdenek		
Address	51 School Street		
City	Lake Ronkonkoma	State/Province/Territory	NY
Country	US		
Telephone	(631) 471-1300		
Fax #			
E-Mail Address	LZDENEK@sachem.edu		

Company	Ripley Grier Studios		
Contact Person	Butch Grier		
Address	520 8th Avenue		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(516) 279-7230		

Fax # _____
E-Mail Address butch@ripleygrier.com

Company Molloy College
Contact Kevin Milella
Person _____
Address 1000 Hempstead Avenue
City Rockville Centre State/Province/Territory NY
Country US
Telephone (516) 323-3044
Fax # _____
E-Mail Address Kmilella1@molloy.edu

I, Carl Gerfo , 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, Carl Gerfo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Name of submitting business: Vendrite Vending Corp

Electronically signed and certified at the date and time indicated by:
Carl Gerfo [CARL@VENDRITEVENDING.COM]

President
Title

02/28/2020 06:37:39 AM
Date



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:

Carl Gerfo [CARL@VENDRITEVENDING.COM]

Dated: 02/24/2020 11:44:14 AM

Vendor: Vendrite Vending Corp

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: Michael Cascione

Country: US

Business Address: 70 S Macquesten Parkway
City: Mount Vernon State/Province/Territory: NY Zip/Postal Code: 10550
Country: US
Telephone: 718-767-9292

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	08/01/2016		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

Michael Cascione has 30% ownership in Vendrite Vending Corp.

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, Michael Cascione , 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, Michael Cascione , 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.

Vendrite Vending Corp

Name of submitting business

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

Michael Cascione [MIKE.CASCIONE@VERIZON.NET]

Vice President

Title

06/23/2020 09:09:41 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: Carl Gerfo

[REDACTED]
[REDACTED]
[REDACTED]
Country: US

Business Address: 70 S Macquesten Parkway
City: Mount Vernon State/Province/Territory: NY Zip/Postal Code: 10550
Country: US
Telephone: 718-767-9292

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

List of other addresses and telephone numbers attached

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

President	<u>08/01/2016</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

Carl Gerfo has 40% ownership of Vendrite Vending Corporation.

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, Carl Gerfo , 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, Carl Gerfo , 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.

Vendrite Vending Corp

Name of submitting business

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

Carl Gerfo [CARL@VENDRITEVENDING.COM]

President

Title

06/23/2020 09:18:06 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: Eliahu Tornheim

[REDACTED]
[REDACTED]
[REDACTED]
Country: US

Business Address: 70 S Macquesten Parkway
City: Mount Vernon State/Province/Territory: NY Zip/Postal Code: 10550
Country: US
Telephone: 718-767-9292

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	<u>08/01/2016</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

Eliahu Tornheim has 30% ownership of Vendrite Vending Corp.

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.

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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, Eliahu Tornheim , 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, Eliahu Tornheim , 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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Vendrite Vending Corp

Name of submitting business

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

Eliahu Tornheim [ELIET_CCVENDING@HOTMAIL.COM]

Treasurer

Title

06/23/2020 09:12:13 AM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Vendrite Vending Corp

Address: 70 S Macquesten Parkway

City: Mount Vernon State/Province/Territory: NY Zip/Postal Code: 10550

Country: US

2. Entity's Vendor Identification Number: 11-2744653

3. Type of Business: Other (specify) Vendrite Vending is registered as an S-Corp.

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

1 File(s) uploaded Nassau County Vendor (PRINCIPAL OWNERS).doc

First Name Carl
 Last Name Gerfo
 MI _____ Suffix _____
 Address 70 S Macquesten Parkway
 City Mount Vernon State/Province/Territory: NY Zip/Postal Code: 10550
 Country US
 Position President

First Name Eliahu
 Last Name Tornheim
 MI _____ Suffix _____
 Address 70 S Macquesten Parkway
 City Mount Vernon State/Province/Territory: NY Zip/Postal Code: 10550
 Country US
 Position Treasurer

First Name Michael
 Last Name Cascione
 MI _____ Suffix _____
 Address 70 S Macquesten Parkway
 City Mount Vernon State/Province/Territory: NY Zip/Postal Code: 10550
 Country US
 Position Vice President

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.

See attached file for complete list of all principal owners.

1 File(s) uploaded Nassau County Vendor (PRINCIPAL OWNERS).doc

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

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

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):

No lobbyist affiliation.

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

No lobbyist affiliation.

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

No lobbyist affiliation.

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:

Carl Gerfo [CARL@VENDRITEVENDING.COM]

Dated: 02/28/2020 07:03:34 AM

Title: President

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



70 S Macquesten Parkway
Mount Vernon, NY 10550
P: 718-767-9292
F: 718-746-4923

Carl Gerfo



Michael Cascione



Eliahu Tornheim



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 Shared Services, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and Vendrite Vending Corporation, having its principal office at 70 S Macquesten Parkway, Mount Vernon, New York 10550 ("Licensee" or "Contractor").

WHEREAS, the County owns and/or controls the property, building and facilities described in Exhibit A, hereto (the "Licensed Premises"), which are under the jurisdiction and administration of Shared Services:

WHEREAS, the Department of Shared Services desires to provide for the operation of food and beverage vending machines at the Licensed Premises for the accommodation and convenience of County employees and the public;

WHEREAS, the County issued a Request for Proposal #PR0109-2004 (the "RFP"), for the operation and management of food and beverage vending machines at the Licensed Premises, resulting in the selection of the Contractor;

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 Department 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

WHEREAS, Department 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 Shared Services 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 Department, 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 container deposits 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.
- (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.

II. GRANT OF LICENSE

- 2.1 (a) County hereby grants to Licensee, and Licensee hereby accepts from County, throughout the Term an exclusive License to implement, promote and operate an auditable vending machine service at the "Licensed Premises". This shall include the provision of auditable vending machines at locations approved by the Department for the accommodation, enjoyment and convenience of the public and employees, all subject to and in accordance with the terms and conditions contained herein. The County shall unrestricted access to Licensee's web-based "Cantaloupe System".
- 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 Department under this License, the same shall be valid only if it is in writing and signed by a duly authorized representative of Department.
- 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 vending machine services license granted herein pertains solely to the Licensed Premises.
- 2.5 The vending machines must, at the least, comply with all requirements contained in Appendix "C", attached hereto.

III. TERM OF LICENSE

- 3.1 The term of this License Agreement shall commence on the date last signed by the parties (the "Commencement Date") and, unless terminated earlier as herein provided, shall terminate on the sixth (6th) year anniversary of the Commencement

Date (the "Term"). The Department, in its sole discretion, may extend the Term for an additional four (4) one (1) year periods.

3.2 Termination for Convenience by Department. 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 sixty (60) days after written notice is sent to Licensee. Department, the County, its employees and agents shall not be liable for damages to Licensee in the event that this License is terminated by Department 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. Each party may terminate this License for cause as follows:

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 Department.

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 food 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 thirty (30) 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 Department 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 Department to enforce the payment of fees payable by Licensee hereunder or thereafter falling due, or operate as a waiver of the right of Department 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, Department 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 Department, 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:

The Licensee shall pay the County the GREATER of either the guaranteed flat fee or the percentage of Gross Receipts per month. Notwithstanding this language, due to the COVID-19 public health emergency, the guaranteed flat fee is suspended until such time as substantially [defined as eighty percent (80%)] all County employees physically return to work at their primary work location. For purposes of determining whether substantially all County employees have returned to work at their primary work location, "County employees" shall only include County employees whose primary work location prior to the County instituting COVID-19

remote working policies was at one of the Licensed Premises. Additionally, consideration shall be made for part-time return to work policies and shall be prorated accordingly to determine whether substantially all County employees have returned to work. Nassau County Human Resources ("HR") oversees COVID-19 policy pertaining to County employees. When HR determines that substantially all County employees are to return to work at their primary work location, this suspension shall cease immediately upon the date substantially all the County employees return to work at their primary work location, with the first month that the suspension ceases to be prorated accordingly. If similar circumstances arise in the future, the guarantee may again be suspended at that time, in the discretion of the County Executive or the duly designated Deputy County Executive. Licensee shall continue to be responsible for the payment of the percentage of Gross Receipts per month during any period where the guaranteed flat fee has been suspended.

Section I: Flat Fee. This represents a monthly fee paid to the County		
Year	Guaranteed Minimum Annual Flat Fee	Guaranteed Minimum Monthly Payment
One	\$38,400	\$3,200.
Two	\$43,200	\$3,600.
Three	\$45,600	\$3,800.
Four	\$49,200	\$4,100.
Five	\$50,000	\$4,167.
Six	\$50,000	\$4,167.
Seven (if option exercised)	\$51,000	\$4,250.
Eight (if option exercised)	\$51,000	\$4,250.
Nine (if option exercised)	\$52,000	\$4,333.
Ten (if option exercised)	\$52,000	\$4,333.

Food and Beverage License

Percentage (%) of Gross Receipts : 25%

- 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 Department to bill Licensee for late charges shall constitute a waiver by Department 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 Department, in a form reasonably satisfactory to Department, 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 Department 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 Department 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. Department, 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 Department of Public Works
Financial Services Unit – 1st Floor
1194 Prospect Avenue
Westbury, New York 11590
Attn: Kimmy Tao

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 Department 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 Department, Recreation and Museums for approval.

V. RIGHT TO AUDIT

- 5.1 Department, 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, Department, 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 Department, 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 Department, 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 Department 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 Department 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 Department, 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 Department 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 Contractor shall pay for all monthly metered utility expenses. For any unmetered utility service, the vendor shall reimburse the County for a mutually agreed upon portion of the service, either as a percentage of total usage or as a flat fee as deemed appropriate by the parties. The expenses associated with connecting into the power source and ultimately the utility costs of running the facility will be the sole financial responsibility of the Contractor. Utilities will include telephone, water, electric and internet.

VII. INFLAMMABLES

- 7.1 Except otherwise agreed to in writing by County or Department, 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 Department 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 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 Department.

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 Department 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 Department may make use of the Licensed Premises as provided in Section 9 herein.
- 8.3 Licensee shall submit to Department for prior approval, not less than sixty (60) days before the first day of each Operating Year, schedules for the coming Operating Year of proposed schedules of prices and rates for the services and products to be provided under the License during the forthcoming Operating Year. All schedules are subject to the reasonable approval of Department. Any change in such scheduled and approved schedule of prices and rates during the course of an Operating Year must receive prior approval from Department in writing. Whenever Department 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 All vending machines must accept multiple, secure, self-checkout payment options such as debit and credit cards, and cash.
- 8.6 Healthy vending machine food and/or pre-packaged food options consistent with County's Healthy Initiative will be included in the food and beverage choices.
- 8.7 Intentionally Omitted.
- 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 Department in providing use of the Licensed Premises without charge for programs conducted by or arranged for by Department pursuant to Section IX herein. Department shall consult with Licensee in an effort

to schedule such events at times mutually agreeable to Licensee and to Department, with the final decision to be made by Department.

- 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 Department.
 - 8.12 Intentionally Omitted.
 - 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.
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- 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, Department, 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 vending machines at the Licensed Premises to Department 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 vending machines at the Licensed Premises and equipment occasioned by and resulting from its activities and operations hereunder. The Licensee shall complete all cleaning of the Licensed Premises and restore same to a neat and clean condition immediately upon the conclusion of this Agreement.
 - 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 Department' 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. 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 Department. 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 Department personnel both before the equipment leaves and when it re-enters the Licensed Premises. Department 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 8.19(a) and (b), a penalty of \$150 per day may be assessed by and is immediately payable to Department. A persistent pattern of inoperable registers or failure to follow the above procedures consistently may, at the sole discretion of Department, be cause for termination of this License.

IX. RESERVATION FOR DEPARTMENT SPECIAL EVENTS
INTENTIONALLY OMITTED

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 vending machines at 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 vending machines at 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 vending machines at the Licensed Premises to the satisfaction of the County. Licensee shall perform such maintenance in a good and worker-like manner.

- 10.3 No later than thirty (30) days before the end of each Operating Year, Licensee shall conduct a site inspection of the vending machines at the Licensed Premises with a representative of Department. Such inspection shall assess the condition of the vending machines at the Licensed Premises and all fixed equipment therein and determine the nature and extent of repairs performed by Licensee. Additionally, Department may perform random site inspections.
- 10.4 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 the Department within thirty (30) days from the receipt of said notice, notwithstanding any other provision herein, then County may 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 materialmen's 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. EXTENSION OF CONTRACT TERMS AND CONDITIONS

- 16.1 Pursuant to the New York State General Municipal Law, the terms and conditions of this contract may be extended to other governmental entities, their subdivisions, agencies and departments.

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 Department' construction, then Licensee may propose and submit for Department 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 Department, in tangible form, which is clearly marked with a "CONFIDENTIAL", "PROPRIETARY", "RESTRICTED" or similar legend, shall be deemed and protected as confidential Department 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 acknowledgments 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.

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) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or

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

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

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

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 Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Licensee shall provide written notice to Department of the same and deliver to Department 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) Department 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 Department, 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 Department, 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.

XXXVII. FORCE MAJEURE

- 39.1 Neither Party shall be deemed to be in default of any provision of the Agreement, or for failure in performance of its obligations hereunder (excluding payment obligations), resulting from acts or events beyond the reasonable control of such Party, including acts of God, civil or military authority, acts or threats of terrorism, civil disturbance, war, riot, strike or labor dispute (not related to either Party's workforce), fires, floods, or act of government (each a "**Force Majeure Event**"). Such Force Majeure Event, to the extent it prevents a Party's performance or any other undertaking under the Agreement, will extend the time for performance for as many days beyond the applicable performance date as is required to correct the effects of such Force Majeure Event.

[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.

Vendrite Vending Corporation

By: _____

Name: CARL GORD

Title: PRESIDENT

Date: MAY 22, 2020

COUNTY OF NASSAU

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

COUNTY OF Washington) SS.:

On this 22nd day of May, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared

Paul Gerro, 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.

upon behalf of which the per:

Notary Public

STEVEN WINSTON
Notary Public, State of New York
No. 4973309
Qualified in Orange County
Commission Expires October 16, 2022

STEVEN WINSTON
Notary Public State of New York
County
16, 20

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

EXHIBIT A
LICENSED PREMISES
NASSAU COUNTY FACILITIES & PREMISES

Notice: Future acquired and determined areas do 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.

- 1 101 County Seat Drive, Garden City, the new Family Court.
- 2 The new Police Academy in Garden City
- 3 510 Grumman Road West, Bethpage, Office of Emergency Management Building
- 4 100 County Seat Drive, Garden City

- 5 200 County Seat Drive, Garden City
- 6 400 County Seat Drive, Garden City
- 7 24-26 Main Street, Hempstead, TPVA (Entrance is at 16 Cooper St.)
- 8 252 Old Country Road, Mineola
- 9 262 Old Country Road, Mineola
- 10 272 Old Country Road, Mineola
- 11 40 Main Street, Hempstead
- 12 The Nassau County Public Safety Center at 1194 Prospect Avenue, Westbury, New York
- 13 The property, building and facilities known as One West Street, Mineola, New York
- 14 The property, building and facilities known as 240 Old Country Road, Mineola, New York
- 15 The property, building and facilities known as the Supreme Court for the State of New York, Nassau County building, located at 100 Supreme Court Drive, Mineola, New York
- 16 The property, building and facilities known as the Family Court building, located at 1200 Old Country Road, Westbury, New York
- 17 The property, building and facilities known as the Old Court House building, located at 1550 Franklin Avenue, Mineola, New York, for vending machines and a food court with pre-packaged food and drinks.
- 18 Any and all of the County's Department of Public Works garages, and their facilities
- 19 The property, building and facilities known as the Nassau County District Court facilities located at 99 Main St., Hempstead

- 20 Any and all Nassau County Jail facilities, and holding, probation and annex facilities
- 21 The Visitors Center in Valley Stream along the Southern State Parkway.
- 22 Such other property, building and facilities that from time to time may be included or excluded in the discretion of the County.
- 23 Any and all other Nassau County owned and operated facilities, except as specified below under "Exceptions." County owned facilities not listed above, that are leased to, licensed to, or otherwise operated by third parties are not included.

Exceptions:

- All New York State Court facilities, the Office of Court Administration, and members of the judiciary shall have the discretion to use other food providers for catering services.
- Nassau Coliseum building and adjacent County owned parking lots, Nassau Community College, Nassau University Medical Center, and other similar facilities not under the control or management responsibility of the Nassau County Office of Real Estate Services (including as a result of a subsequent disposition to a non-County affiliated entity) are expressly excluded.
- Any and all facilities already under contract with other food service providers, including but not limited to the Department of Social Services (60 Charles Lindbergh Blvd., Uniondale, NY).
- All County Parks, Preserves, and Museums, regardless of whether operated by the County or other entities.
- The County reserves the right to alter the list of exceptions from time to time.

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:

Carl Berfo (Name)
705 Macquestan Pkwy, Mt. Vernon NY 10550 (Address)
718 767-9292 (Telephone Number)

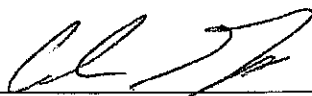
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a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


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

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

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

5/29/2020
Dated


Signature of Chief Executive Officer
Carl Gerfo
Name of Chief Executive Officer

Sworn to before me this
29th day of May, 2020.

Notary Public

STEVEN WINSTON
Notary Public, State of New York
No. 4973309
Qualified in Orange County
Commission Expires October 16, 20 20

APPENDIX C

SPECIFIC REQUIREMENTS FOR REMOTELY AUDITED VENDING MACHINES

- 1) The Licensee, at his own expense, is responsible for performing all services required, including maintaining, cleaning, repairing, and restocking vending machines.
- 2) All vending machines must have internal electronic, non-resettable cash sales meters. Upon commencement of the contract, meters will be read, recorded and mutually verified with Department of Purchasing personnel at the time of installation. Period ending cash sales meter readings will be required for every vending machine with each monthly Sales and Commission Report. Electronic meter readings will be subject to audit by the County, its representatives, or an authorized third party at any time. All vending machines must be able to be remotely audited by County.
- 3) Commission payments to the County shall be based upon a percentage of Adjusted Metered Gross Receipts. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the vending machine at the time of service, less refunds, test vends, and burglaries.
- 4) The Licensee will be responsible for any tax obligations.
- 5) The County and the Licensee reserve the right to include or exclude additional locations during the term of the agreement by mutual written agreement.
- 6) Licensee shall not add or remove any vending equipment without the County's written consent.
- 7) All vending machines installed under the resultant contract must be Data Exchange (DEX) capable.
- ~~8) All vending machines installed under the resultant contract must comply with all accessibility requirements established by the local, state, and federal guidelines.~~
- 9) Each vending machine must accept dollar bills or be co-located with a Bill Changer.
- 10) Commission payments and Sales and Commission Reports from the Licensee are due to the Department of Public Works by the fifteenth (15th) of the month for the previous month's transactions. Monthly Sales and Commission reports for vending services shall include the following information
 - a) Location
 - b) Machine serial number
 - c) Machine Type
 - d) Beginning Cash Sales Meter reading for the reporting period per machine
 - e) Ending Cash Sales Meter reading for the reporting period per machine
 - f) Metered Gross Receipts per machine
 - g) Adjustments to Metered Gross Receipts per machine (less refunds, test vends, and burglaries)
 - h) Adjusted Metered Gross Receipts per machine
 - i) Commission rate for each machine
 - j) Commission Due for each machine
 - k) Summary of Metered Gross Receipts, Adjustments to Metered Gross Receipts, Adjusted Metered Gross Receipts and Commissions Due for all machines
- 11) At no times will vending machines have outdated snack/food or beverage items. All products must be pre-packaged and labeled with date of expiration. The Licensee must comply with all applicable regulations and qualifications regarding packaging, labeling, ingredient listing and standards.
- 12) Licensee may only sell standard and nationally advertised products of first-class standard grades and of good quality.
- 13) Requests for changes in products to be vended and/or prices shall be submitted in writing by Licensee to County with documentation supporting the request. The County shall have sole authority to approve/reject such requested changes
- 14) Licensee can submit a plan to describe any recommendations for additional services that the respondent suggests the County should incorporate.
- 15) As necessary, according to the products being vended, microwave ovens and stands are to be provided, cleaned and maintained by the Licensee
- 16) All machines and general area (including microwaves) shall be cleaned and disinfected with every re-stocking or service call.
- 17) The County will be responsible for the cost for electricity, except as otherwise stated herein.
- 18) Respondents are encouraged to propose the installation of energy management devices on vending machines.
- 19) The County will be responsible for the costs associated with the maintenance and installation of any electrical outlets necessary to operate vending machines.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2020

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 have ADDITIONAL INSURED provisions or 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 ASZ International, Inc. 500 Summit Lake Drive Valhalla NY 10595		CONTACT NAME: Marc Zettl PHONE (A/C, No, Ext): 800.694.0279 FAX (A/C, No): 800.926.9279 E-MAIL ADDRESS: mazettl@aszinternational.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ERIE INS CO	NAIC # 26263
INSURED VENDRITE VENDING CORP 70 S MACQUESTEN PKWY MOUNT VERNON NY 10550-1741		INSURER B: ERIE INS CO OF NY	16233
		INSURER C:	
		INSURER D:	
		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	ADD/INSR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Contractual Liability	Y	Q42-6750061	06/17/2020	06/17/2021	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMPROP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		Q06-6740010	06/17/2020	06/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB		Q30-6770033	06/17/2020	06/17/2021	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Q90-6700224	06/17/2020	06/17/2021	PER STATUTE DTH-ER
							E L EACH ACCIDENT \$ 1,000,000
							E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Comprehensive - Scheduled Vehicles Collision - Scheduled Vehicles		Q06-6740010	06/17/2020	06/17/2021	Deductible \$1,000	
	Deductible \$1,000						

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

*Policies shown are subject to terms, conditions, exclusions, sub-limits and deductibles not listed on this certificate. We recommend that requests for policy copies be directed to the Named Insured show above. * Nassau County is included as an additional insured as it pertains to claims arising out of the negligence of the named insured as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County, Dept of Shared Services Attn: Allison Malhame One West Street Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" and "property damage" caused in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES
WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.