



Certified:

E-110-20

E-110-20**NIFS ID:CLPK20000004 Department: Parks****Capital:**

SERVICE: Production, Consulting and Sound Equipment services

Contract ID #:CQPK16000040

NIFS Entry Date: 07-APR-20

Term: from 01-MAY-20 to 30-APR-21

Amendment
Time Extension: X
Addl. Funds:
Blanket Resolution:
RES#

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

Vendor Info:	
Name: Rainbow Sound, Inc.	Vendor ID#: 112530747
Address: 23 Potter Street	Contact Person: Wayne
Farmingdale, NY 11735	Fairchild
	Phone: 631-752-8869

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

Routing Slip

Department	NIFS Entry: X	21-APR-20 -- PABUFFOLINO
Department	NIFS Approval: X	21-APR-20 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	22-APR-20 -- IQURESHI
OMB	NIFS Approval: X	21-APR-20 -- SJACOB
County Atty.	Insurance Verification: X	21-APR-20 -- NSARANDIS
County Atty.	Approval to Form: X	22-APR-20 -- DMCDERMOTT
CPO	Approval: X	27-MAY-20 -- KOHAGENCE

DCEC	Approval: X	02-JUN-20 -- JCHIARA
Dep. CE	Approval: X	02-JUN-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	24-JUL-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is a contract to execute the final renewal option for production, consulting, sound engineering services and sound equipment for Lakeside Theatre events. In addition to providing these services for Lakeside Theatre, the vendor also provides equipment that the County doesn't have in their inventory if an act or event requires a specific type of equipment.
Method of Procurement: RFP was issued April 7, 2016. A total of four proposal were received and evaluated. Rainbow Sound was chosen as the highest ranked proposer
Procurement History: RFP was issued April 7, 2016. A total of four proposal were received and evaluated. Rainbow Sound was chosen as the highest ranked proposer.
Description of General Provisions: Amended term until 4/30/21 for Production, consulting and sound equipment for Lakeside Theatre events, as well as any other events where specialized equipment is required. This amendment initiates the final renewal option of the contract. RFP PK#0318-2015 has been issued on March 18, 2020. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Seventeen Thousand Dollars (\$17,000) per year.
Impact on Funding / Price Analysis: Hotel/Motel Tax Grant Program - Max amount \$ 17,000.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	PK	Revenue		1	pkgrt9700othde500	\$ 17,000.00
Resp:	97000TH	Contract:				\$ 0.00
Object:	DE500	County	\$ 0.00			\$ 0.00
Transaction:	109	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 17,000.00			\$ 0.00
		TOTAL	\$ 17,000.00		TOTAL	\$ 17,000.00

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS,
RECREATION AND RAINBOW SOUND, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Rainbow Sound, Inc., to provide sound and backline for productions and events at Lakeside Theatre, Eisenhower Park and at other County special events, 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 amended agreement with Rainbow Sound, Inc.

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Rainbow Sound, Inc.

2. **Dollar amount requiring NIFA approval:** \$17000

Amount to be encumbered: \$17000

This is a Amendment

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

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

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

3. **Contract Term:** 5/1/20-4/30/21

Has work or services on this contract commenced? Y

If yes, please explain: on-going contract

4. **Funding Source:**

General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Amended Term - Production, consulting and sound equipment for Lakeside Theatre events

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
cqpk19000006	01-MAY-19	17,000.00

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

22-APR-20

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

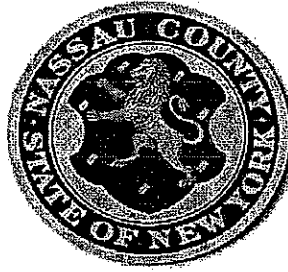
Date

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

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

NIFA reserves the right to request additional information as needed.

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: Rainbow Sound, Inc.

CONTRACTOR ADDRESS: 23 Potter Street, Farmingdale, NY 11735

FEDERAL TAX ID #: 112530747

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

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

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

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

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

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

The contract was originally executed by Nassau County on June 30, 2016, Amendment 1 was executed on July 10, 2019. This is an amendment within the scope of the contract or RFP.

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


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: 01/29/2019

1) Proposer's Legal Name: Rainbow Sound Inc.

2) Address of Place of Business: 23 Potter Street

City: FARMINGDALE State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 119265197

5) Federal I.D. Number: 112530747

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

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

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

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

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

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

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

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

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

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

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

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

b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license
held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the
circumstances and corrective action taken.
-

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable
federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all
questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the
questionnaire.
-

17 Conflict of Interest:

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

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

No conflict exists.

(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 a conflict arises, the County will be notified to make a determination.

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

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;

04/25/1980

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.

None, just officer listed in (iii)

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.

officer information attached

First Name	Wayne				
Last Name	Fairchild				
MI		Suffix			
Address	23 Potter Street				
City	FARMINGDALE	State/Province/Territory	NY	Zip/Postal Code	11735
Country	US				
Position	President				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

8

vi) Annual revenue of firm;

1500000

vii) Summary of relevant accomplishments

Designed and installed complete sound system for Stony Brook university
 Production for New York Road Runners for the past 5 years 60 events a year including providing sound for the New York Marathon
 City of New York park Foundation Concert Series 50 show per summer
 The New Nassau Coliseum has used our services for many events, including The New York Tennis Open and the Cirque du Soleil shows

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

B. Indicate number of years in business.

39

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

We provide production for approximately 250 events per year. Our service include the rental, operation of and installation of sound systems, lighting, backline equipment and staging for these events. Our staff provides the expertise to help our clients with the latest of equipment and experienced operators.

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	Staller Center for the Arts		
Contact Person	Elizabeth Silver		
Address	Stony Brook University		
City	Stony Brook	State/Province/Territory	NY
Country	US		
Telephone	(631) 632-7236		
Fax #			
E-Mail Address	elizabeth.silver@stonybrook.edu		

Company	St. Joseph's College		
Contact Person	Karen Donahue		
Address	155 West Roe Boulevard		
City	Patchogue	State/Province/Territory	NY
Country	US		
Telephone	(631) 687-1278		
Fax #			
E-Mail Address	kdonohue@sjcny.edu		

Company	Promo 1		
Contact Person	Ken Staats		
Address	363 route 46 West suite 200		
City	Fairfield	State/Province/Territory	NJ
Country	US		
Telephone	(973) 280-3597		
Fax #			
E-Mail Address	kstaats@balloonfestival.com		

I, Wayne Fairchild , 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, Wayne Fairchild , 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: Rainbow Sound

Electronically signed and certified at the date and time indicated by:
Wayne Fairchild [RAINBOWSOUNDINC@AOL.COM]

President

Title

04/06/2020 02:55:29 PM

Date

Rainbow Sound Summary of Accomplishments

Since 1975, Rainbow Sound, Inc. has been providing professional production services for live events all across the nation. Already well known for their expertise and superior service in professional sound reinforcement, Rainbow Sound has expanded its array of services over the years to include professional lighting, staging, video, complete backline rentals and sales and installation.

With a wide range of audio equipment at our disposal, Rainbow Sound can provide the coverage needed for every event. Our experienced audio engineers and technical staff are with you from the set up to the load out. Rainbow Sound can assemble a sound system of any size to fit your needs.

Rainbow Sound has installed sound reinforcement systems at prestigious venues such as The Staller Center and The Space at Westbury. Our technical experts can help in the design, recommendation and installation of any size sound system for any venue.

Rainbow Sound has provided technical support for many of the top corporations in the New York area. We are proud to have worked with companies like Mercedes Benz, Tylenol and Microsoft. When companies have something to say about their products, Rainbow Sound has the expertise to make their message heard loud and clear.

Rainbow Sound has provided sound reinforcement for all branches of government. We are proud to have worked with Presidents Ronald Reagan, George Bush, William Clinton, George W. Bush and Barack Obama. Whether it is a local campaign or the President's visit to the Tri-State area, Rainbow Sound will be there to ensure that the campaigns message is heard.

Rainbow Sound has also worked countless events for The New York Road Runners and City Parks Foundation Summerstage. We are contracted to provide audio systems and backline to them year round.

Eric Fairchild
Secretary
Rainbow Sound
23 Potter Street
Farmingdale NY 11735



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:
Wayne Fairchild [RAINBOWSOUNDINC@AOL.COM]

Dated: 02/11/2020 03:25:52 PM

Vendor: Rainbow Sound Inc.

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: Wayne Fairchild
Date of birth: 08/06/1951
Home address: 414 Ferndale Court
City: Copague State/Province/Territory: NY Zip/Postal Code: 11726
Country: US
- Business Address: 23 Potter Street
City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735
Country: US
Telephone: (631) 752-8869
- Other present address(es):
City: FARMINGDALE State/Province/Territory: NY Zip/Postal Code: 11735
Country: US
Telephone: 5164581606

List of other addresses and telephone numbers attached

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

President	<u>04/01/1980</u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

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

YES ☒ NO ☐ If Yes, provide details.

100% equity

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

YES ☐ NO ☒ 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.

Nassau County RFP PK0307-1605

Nassau County Contract CQPK1600040

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, Wayne Fairchild , 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, Wayne Fairchild , 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.

Rainbow Sound

Name of submitting business

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

Wayne Fairchild [RAINBOWSOUNDINC@AOL.COM]

President

Title

04/06/2020 02:48:20 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Rainbow Sound Inc.

Address: 23 Potter Street

City: FARMINGDALE State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

2. Entity's Vendor Identification Number: 11-2530747

3. Type of Business: Other (specify) S Corporation

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

First Name	<u>Wayne</u>		
Last Name	<u>Fairchild</u>		
MI		Suffix	
Address	<u>23 Potter Street</u>		
City	<u>FARMINGDALE</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11735</u>
Country	<u>US</u>		
Position	<u>President</u>		

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.

Wayne Fairchild

First Name	<u>Wayne</u>		
Last Name	<u>Fairchild</u>		
MI		Suffix	
Address	<u>23 Potter Street</u>		
City	<u>FARMINGDALE</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>11735</u>
Country	<u>US</u>		
Position	<u>President</u>		

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 lobbyists involved in this matter.

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

No lobbyists involved in this matter.

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

No lobbyists involved in this matter.

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:

Wayne Fairchild [RAINBOWSOUNDINC@AOL.COM]

Dated: 04/06/2020 02:51:28 PM

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

AMENDMENT NO. 2

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with any exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation & Museums,, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) and (ii) Rainbow Sound, Inc. New York company, having its principal address at 23 Potter Street, Farmingdale, New York, New York 11735 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to CQPK16000040, between the County and the Contractor, executed on behalf of the County on June 30, 2016; (the "Original Agreement"), the Contractor provides production , consulting and sound equipment for performance requirements for those productions and/or events requiring such services for various special events held at Nassau County Parks, which services are more fully described in the Original Agreement

WHEREAS, the term of the Original Agreement was from May 1, 2016 through April 30, 2019; and may be renewed upon the same terms and conditions for an additional two (2) one (1) year terms on the same terms and conditions as stated in the original contract;

WHEREAS, Amendment 1 renewed the term from May 1, 2019 through April 30, 2020 and increased the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, is Seventeen Thousand Dollars (\$17,000.00) per year (the "Maximum Amount")' and

WHEREAS; the County and the Contractor desire to amend the Original Agreement; to Amend the Term as follows:

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

1. Amended Term. The Contract for Services Agreement shall be amended, so that the term of the Agreement, as amended by this Amendment (the "Amended Agreement"), shall be May 1, 2020 through April 30, 2021 (exercising the second option).

2. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in

connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

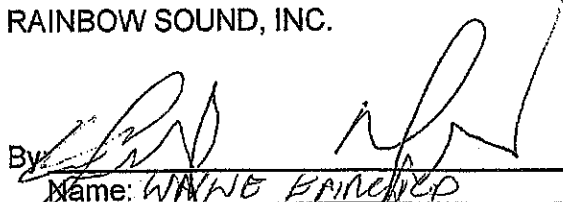
4. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

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

RAINBOW SOUND, INC.

By: 
Name: WAYNE EICHEL
Title: PRES. CEO
Date: 9/16/2020

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

Suffolk)ss.:
COUNTY OF ~~NASSAU~~)

On the 16th day of April in the year 2020 before me personally came Wayne Fairchild to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Pres - CEO of RAINBOW SOUND INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

WALTER GOLDSMITH
Notary Public, State of New York
01GO6309457

Qualified in Queens County
Commission Expires August 2022

Walter Goldsmith 4/16/20

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2020

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 Supple-Merrill & Driscoll, Inc. Insurance Agents and Brokers 550 El Dorado Street Pasadena, CA 91102 Phone No. (626) 795-9921 Fax No. (626) 577-6656		CONTACT NAME: David L. Merrill PHONE (A/C No. Ext): (626) 795-9921 FAX (A/C No.): (626) 844-2128 E-MAIL ADDRESS: service@productioninsurance.com													
INSURED Rainbow Sound, Inc. 23 Potter St Farmingdale, NY 11735 Phone No. (516) 249-5200 Fax No.		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: AGL - American Guarantee and Liability Insurance Company</td><td>26247</td></tr><tr><td>INSURER B: EFM - Empire Fire and Marine Insurance Company</td><td>21326</td></tr><tr><td>INSURER C: ZII - Zurich American Insurance Company of Illinois</td><td>27855</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: AGL - American Guarantee and Liability Insurance Company	26247	INSURER B: EFM - Empire Fire and Marine Insurance Company	21326	INSURER C: ZII - Zurich American Insurance Company of Illinois	27855	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: ZII - Zurich American Insurance Company of Illinois	27855														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 861320**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
EFM	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	EN1042902-05	10/25/2019	10/25/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
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MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
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BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
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AGL	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SXS4870049-05	10/25/2019	10/25/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
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AGGREGATE	\$ 5,000,000																			
	\$																			
ZII	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC5452236-05 Proof of Workers Compensation Insurance only.	10/25/2019	10/25/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Nassau County is listed as additional insured with respects general liability when required by written contract or agreement executed prior to a loss as pertains to Insureds operations per policy terms and conditions.

All coverages expire at 12:01 a.m. Standard Time.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Eisenhower Park East Meadow, NY 11554 United States Of America Phone No. Fax No.	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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ACORD 25 (2016/03)

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This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

SCHEDULE OF FORMS

04/06/2020

Insured: Rainbow Sound, Inc.

This Schedule of Forms is attached to and made part of certificate number 861320, as of 04/06/2020 at 01:20 PM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
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Entertainment Production Package

Notices

U-GU-319-F	0109	Important Notice - In Witness Clause
U-GL-1197-A CW	0104	Asbestos Exclusion Endorsement
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
U-GU-874-A	0611	Notice of Disclosure for Agent and Broker Compensation
U-GU 789-B	1118	Kentucky - Local Government Taxes Appeal Process
U-GU-741-M LA	0119	Louisiana Citizens Property Insurance Corporation 2005 Emergency Assessment

Common

EM3652	0108	Jacket - EF&M
EM3638	0705	Common Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
IL0017	1198	Common Policy Conditions
IL0185	0808	New York Changes - Calculation Of Premium
IL0003	0908	Calculation of Premium

General Liability

EM3640	1105	Commercial GL Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
CG0001	0413	Commercial General Liability Coverage Form
CG2011	0413	Additional Insured - Managers of Lessors of Premises
CG2012	0413	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
CG2026	0413	Additional Insured - Designated Person or Organization
CG2028	0413	Additional Insured - Lessor of leased equipment
U-GL-1178-A-CW	0703	Asbestos Exclusion
CG2404	0509	Waiver of Transfer of Rights of Recovery Against Others to Us
U-GL-1327-BCW	0413	Other Insurance Amendment - Primary And Non- Contributory
CG2001	0413	Primary and Noncontributory - Other Insurance Condition
CG2109	0615	Exclusion - Unmanned Aircraft
EM4632	0705	Premium Rate Schedule
EM4633	1106	Removal of Coverage for Premises in the Short Term Control of the Insured
EM4655	0407	Field of Entertainment Productions Exclusions
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
IL0268	0114	New York Changes - Cancellation and Nonrenewal
CG0163	0711	NY Changes - Commercial General Liability Coverage
CG0104	1204	New York Changes - Premium Audit
EM0859MU	0311	Definition of Employee
EM0860NY	0709	Definition of Productions and Budget Limitations
U-GL-1517-ACW	0112	Collection or Distribution of Material or Information in Violation of Law Exclusion
U-GU-630-DCW	0115	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism

Workers' Compensation Policy

Policy form assignment to be handled by insurance carrier.

Excess Liability Policy

Excess Liability

Notices

U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
U-GU-874-A	0611	Notice of Disclosure for Agent and Broker Compensation
U-GU 789-B	1118	Kentucky - Local Government Taxes Appeal Process

Forms

U-SXS-104-ACW	0911	Straight Excess Liability Policy (jacket)
U-SXS-D-100-ACW	0911	Straight Excess Liability Policy Declarations
U-SXS-101-ANY	0912	Schedule of Underlying Insurance - New York
U-SXS-103-ACW	0911	Schedule of Forms & Endorsements
U-GU-630-DCW	0115	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
U-SXS-100-ACW	0911	Straight Excess Liability Policy
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
U-SXS-117-BCW	0514	Professional Liability Limitation Endorsement
U-EXS-312-FCW	0514	Exclusion - Recording and Distribution of Material or Information in Violation of Law
U-EXS-241-CNY	0213	New York Changes
U-SXS-120-ACW-NY	0911	Total Pollution Exclusion with Hostile Fire Exception
U-SXS-134-ANY	0912	New York Changes

Disclaimers

This Certificate of Liability Insurance includes the Type of Insurance, Limits, and Schedule of Forms in effect as of 04/06/2020 at 01:20 PM PT. It does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy nor confer any rights upon the certificate holder. You may be required to request an updated certificate in the event of subsequent policy modifications.

The information included in this certificate that has been provided by Abacus Insurance Brokers, is for your information only, and does not create a contract or agency relationship between the certificate holder or any insured and Abacus Insurance Brokers. By accepting this certificate the certificate holder acknowledges that Abacus Insurance Brokers is not the agent of the certificate holder or any insured, but is solely the agent of the listed carrier(s). Abacus Insurance Brokers makes no representation whether the coverages listed herein are appropriate for the certificate holder or any insured. Please review the listed coverages carefully and direct any questions to your broker. For a complete listing of coverages, terms, conditions and exclusions, please view the referenced Policy(s).

Certificate Verification

Date (MM/DD/YYYY)

04/06/2020

Insured: Rainbow Sound, Inc.

Abacus provides an efficient website lookup tool for certificate holders to verify the authenticity of certificates of insurance.

1. Navigate to the website and input the verification code OR Scan the QR code.
2. The actual certificate issued through the Abacus Platform will download.
3. Compare the details of the downloaded certificate to the certificate presented by the client.

Website	Verification Code
www.abacus.net/verify-certificate	0R0TI0G0LK



About Certificates Issued through the Abacus.net Platform

- Abacus requires that all certificates be issued through the Abacus Platform. Certificates issued outside of the Abacus Platform are invalid.
- Certificates may be issued through the Abacus Platform by either the named insured (if registered through the Abacus Platform) or their Abacus registered insurance broker.
- Certificates with any stray marks, cross outs or alterations of any sort are invalid.
- Each certificate is numbered and correlates to the document issued through the Abacus Platform.



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) RAINBOW SOUND INC 23 POTTER STREET FARMINGDALE, NY 11735 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 631-752-8869 1c. Federal Employer Identification Number of Insured or Social Security Number 112530747
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Eisenhower Park East Meadow, NY 11554 United States of America	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL276126 3c. Policy effective period 03/13/2020 to 03/12/2021


4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/6/2020 By 
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



AMENDMENT NO. I

This AMENDMENT, dated as of the date last executed by the parties hereto, (together with any exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Parks, Recreation & Museums,, having its principal office at the Administration Building, Eisenhower Park, East Meadow, New York 11554 (the "Department"), and (ii) and (ii) Rainbow Sound, Inc. New York company, having its principal address at 23 Potter Street, Farmingdale, New York, New York 11735 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to CQPK16000040, between the County and the Contractor, executed on behalf of the County on June 30, 2016; (the "Original Agreement"), the Contractor provides production , consulting and sound equipment for performance requirements for those productions and/or events requiring such services for various special events held at Nassau County Parks, which services are more fully described in the Original Agreement

WHEREAS, the term of the Original Agreement was from May 1, 2016 and terminates on April 30, 2019; and may be renewed upon the same terms and conditions for an additional two (2) one (1) year terms on the same terms and conditions as stated in the original contract;

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, is Seventeen Thousand Dollars (\$17,000.00) per year (the "Maximum Amount") and

WHEREAS; the County and the Contractor desire to amend the Original Agreement; to Amend the Term as follows:

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

1. Amended Term. The Contract for Services Agreement shall be amended, so that the term of the Agreement, as amended by this Amendment (the "Amended Agreement"), shall be May 1, 2019 through April 30, 2020 (exercising the first of the two year options).

2. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions

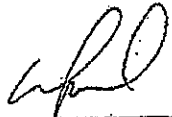
with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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


4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

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

RAINBOW SOUND, INC.

By: 
Name: WAYNE L. FINCH
Title: CEO
Date: 1/30/2019

NASSAU COUNTY

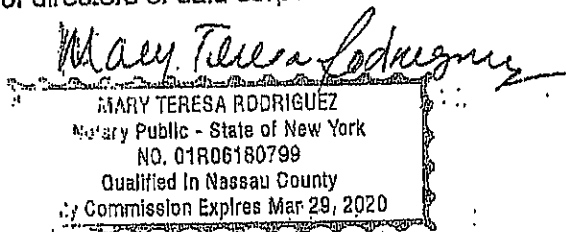
By: 
Name: BRIAN J. SCHWEDLER
Title: DEPUTY COUNTY EXECUTIVE
Date: JULY 10, 2019

PLEASE EXECUTE IN BLUE INK

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

On the 30 day of JUN in the year 2019 before me personally came
WAYNE FAIRBANKS to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of NASSAU; that he or she is the
CEO of RAMBLIN SOUND INC, the corporation described
herein and which executed the above instrument; and that he or she signed his or her name
thereto by authority of the board of directors of said corporation.

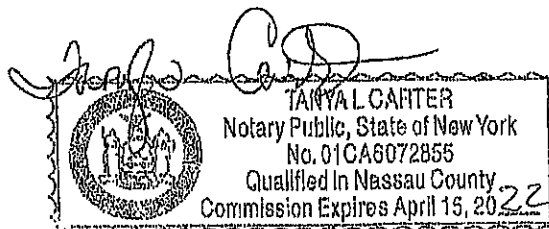
NOTARY PUBLIC



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

On the 10 day of July in the year 2019 before me personally came
Brian J. Schneider to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Nassau; that he or she is a Deputy
County Executive of the County of Nassau, the municipal corporation described herein and
which executed the above instrument; and that he or she signed his or her name thereto
pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Rainbow Sound, Inc., a New York company having its principal address at 80 Rome Street, Farmingdale, NY 11735 (the Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires certain technical production service for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals #PK0307-1605, issued on April 7, 2016;

WHEREAS, THE Contractor was selected based on its experience and expertise; and

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

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

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

1. Term. This Agreement shall commence on May 1, 2016 and shall terminate on April 30, 2019, unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for an additional two (2) one (1) year terms on the same terms and conditions as stated herein.

2. Services. The services to be provided by the Contractor under this Agreement per Exhibit A, D2 Sound and D4 Backline, shall consist of providing production, consulting and sound equipment per individual performance requirements for those productions and/or events requiring such equipment at the Lakeside Theatre ("Lakeside"), Eisenhower Park, East Meadow, NY 11554.

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Seventeen Thousand Dollars (\$17,000.00)** per year. This amount is inclusive of any and all expenses, including travel.

The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.

(b) Vouchers: Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of

information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of 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, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

- (a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

(b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

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

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

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

9. **Insurance.** (a) **Types and Amounts.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional

insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. **Coverage is Subject to Change according to Event.**

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

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

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

11. **Termination.** (a) **Generally.** This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) **By the Contractor.** This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

(a) **Notice.** At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have

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

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

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and

(ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

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

19. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. **Miscellaneous.**

(a) The Contractor represents and warrants that it is the authorized agent for the Contractor and has the authority to enter into this Agreement on the behalf of the Contractor and agrees that as the authorized agent, by executing this Agreement, the Contractor shall be bound by the terms and conditions contained herein. The Contractor further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Contractor.

21. **Executory Clause.** Notwithstanding any other provision of this Agreement:

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

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

then beyond funds available to the County from the state and/or federal governments.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

Rainbow Sound, Inc.

By: [Signature]
Name: WAYNE FAIRCHILD
Title: C.E.O.
Date: 5/19/16

NASSAU COUNTY

By: [Signature]
Name: Charles D. Bond
Title: County Executive
(or) Chief Deputy County Executive
(or) ✓ Deputy County Executive
Date: 6/30/16

PLEASE EXECUTE IN BLUE INK

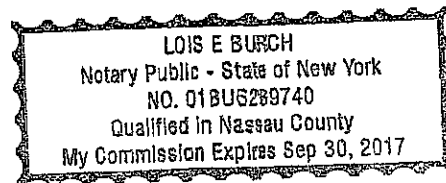
STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 9th day of MAY in the year 2016 before me personally came WAYNE FRIEDLAND to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of WASCO; that he or she is the CEO of RAINBOW SOUND INC, the company/corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said company/corporation.

NOTARY PUBLIC.



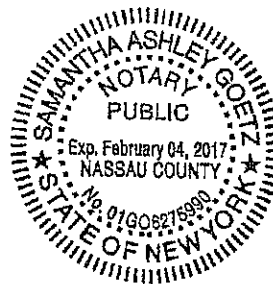
STATE OF NEW YORK)

)S&L

COUNTY OF NASSAU)

On the 30 day of JUNE in the year 2016 before me personally came Charles Ribando to me personally known, who, being duly sworn, did depose and said that (s)he resides in NASSAU County; that (s)he is the County Executive or Chief Deputy County Executive or X Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC



Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

WAYNE FAIRCHILD (Name)

4114 Fernvale Ct, Copague, NY 11726 (Address)

516-458-1606 (Telephone Number)

2. The Permittee 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, Permittee _____ 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 Permittee, 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 Permittee 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. Permittee 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.

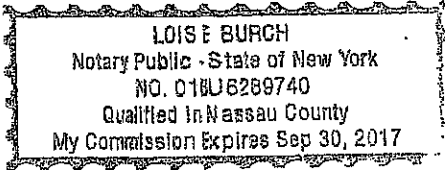
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/9/16
Dated _____

[Signature]
Signature of Chief Executive Officer

WAYNE FAIRCHILD
Name of Chief Executive Officer

Sworn to before me this 9th day of MAY, 2016
[Signature]
Notary Public



Appendix EE - Equal Employment Opportunities For Minorities and Women

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

The Operator (as defined below) 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 below) and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Operator 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 Operator 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 Operator 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 Operator's obligations herein.

(c) The Operator 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 Operator shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Operator shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Operator shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Operator.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

As used in this Appendix EE the term "County Contract" means (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.

ARTICLE I As used in this Appendix EE the term "Operator" 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 an Operator 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.