



Certified:

E-142-20

Filed with the Clerk of the Nassau
County Legislature October 23, 2020
12:58pm

NIFS ID:CLIT20000005

Department: Information Technology

Capital:

SERVICE: Programmer/System Analysis

Contract ID #:CQIT15000026

NIFS Entry Date: 13-AUG-20

Term: from 20-SEP-20 to 19-SEP-21

Amendment
Time Extension: X
Addl. Funds:X
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: VenTek Inc.	Vendor ID#: [REDACTED]
Address: 19 Cresthollow Ln Albertson, NY 11507	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Nancy Stanton ***Final Complete Contract to Caresse Capolongo***
Address: 240 Old Country Rd Mineola, NY 11501
Phone: 516-571-4311

Routing Slip

Department	NIFS Entry: X	14-AUG-20 -- CCAPOLONGO
Department	NIFS Approval: X	17-AUG-20 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	04-SEP-20 -- IQURESHI
OMB	NIFS Approval: X	04-SEP-20 -- SDEWS
County Atty.	Insurance Verification: X	17-AUG-20 -- AAMATO
County Atty.	Approval to Form: X	17-AUG-20 -- MMISRA
CPO	Approval: X	25-SEP-20 -- KOHAGENCE

DCEC	Approval: X	28-SEP-20 -- JCHIARA
Dep. CE	Approval: X	30-SEP-20 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	23-OCT-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is an amendment for onsite personnel services to provide programmer/system analysis that is required for the large scale computer systems used by the Department of Health, Social Services, and Human Services. These services include: analyzing, developing, and maintaining computer programs and systems, in order to smoothly operate local production system environment synchronous with NYS's WMS operation. The purpose of this amendment is to extend contract for one year to allow County sufficient time to issue RFP for programmer/system analysis services and to add funds for continued services.
Method of Procurement: Streamlined RFP was issued on 8/19/15. Potential proposers were made aware via e-mail, with two proposals being received and evaluated. The evaluation committee awarded the contract to VenTek Inc. as the highest-ranking proposer
Procurement History: The contract was entered into after a written request for proposals a streamlined RFP on August 19, 2015. Only 2 proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Tawanna Turner and Xuyen Ly. The proposals were scored and ranked. As a result of the scoring and ranking, VenTek was selected.
Description of General Provisions: Vendor will provide Nassau County programmer/system Analyst services that will meet the Departmental priorities: <ol style="list-style-type: none"> 1. Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation 2. Analyze the need for and develop internal computer support systems as required. 3. Effect the migration of applications to work on both the PC and smart Devices 4. Program and maintain computer programs and systems 5. Monitor system operation with a view toward balanced system resources 6. Develop the computer programming and operating abilities of IT Personnel
Impact on Funding / Price Analysis: Maximum amount increased by \$220,000.00. The new maximum amount is \$1,220,000. This vendor is a woman and minority owned business.
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:	ITGEN1950					
Control:		Revenue		07	ITGEN1950/DE5A5	\$ 220,000.00
Resp:		Contract:				\$ 0.00
Object:	DE5A5	County	\$ 220,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00

Project #:		<table><tr><td>State</td><td>\$ 0.00</td></tr><tr><td>Capital</td><td>\$ 0.00</td></tr><tr><td>Other</td><td>\$ 0.00</td></tr><tr><td>TOTAL</td><td>\$ 220,000.00</td></tr></table>	State	\$ 0.00	Capital	\$ 0.00	Other	\$ 0.00	TOTAL	\$ 220,000.00	<table><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td>TOTAL</td><td>\$ 220,000.00</td></tr></table>			\$ 0.00			\$ 0.00		TOTAL	\$ 220,000.00
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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 DEPARTMENT OF HEALTH, SOCIAL SERVICES, AND HUMAN SERVICES, AND VENTEK, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with VenTek, Inc. to provide programming and systems analysis, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



Nassau County Interim Finance Authority

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

1. Vendor: VenTek Inc.

2. Dollar amount requiring NIFA approval: \$220000

Amount to be encumbered: \$220000

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: 9/20/2020-9/19/2021

Has work or services on this contract commenced? Y ____

If yes, please explain: Ongoing services

4. Funding Source:

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

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:

Onsite Personnel Service of Programmer;System Analysis is required for the large scale computer systems used by the Department of Health, Social Services, and Human Services. Services include: analyzing, developing, and maintaining computer programs and systems, in order to smoothly operate local production system environment synchronous with NYS's WMS operation. The purpose of this amendment is to extend contract for one year to allow County sufficient time to issue RFP for programmer;system analysis services and to add funds for continued services.

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

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

04-SEP-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: VenTek Inc.

CONTRACTOR ADDRESS: 19 Cresthollow Ln, Albertson, NY 11507

FEDERAL TAX ID #: 41-2200315

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 _____. Potential proposers were made aware of the availability of the RFP by advertisement in _____, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ 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 April 24, 2016. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals Streamlined RFP was issued on August 19, 2015. Potential proposers were made aware of the availability of the RFP by emailing it to five proposers. Proposals were due on September 2, 2015. Two proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Twanna Turner and Xuyen Ly. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

- ☐ **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.

Nancy Stanton
Department Head Signature

7-16-20
Date

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



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:

Loan Phan, PhD [INFO@VENTEKDSS.COM]

Dated: 07/15/2020 09:50:34 AM

Vendor: VenTek Inc.

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Loan Phan [INFO@VENTEKDSS.COM]

Dated: 07/15/2020 10:11:59 AM

Vendor: VenTek Inc.

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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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: Loan Phan
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country:

Business Address: 19 Crest Hollow Lane
City: Albertson State/Province/Territory: NY Zip/Postal Code: 11507
Country: US
Telephone: 5166250360

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

List of other addresses and telephone numbers attached

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

President	<u>01/27/2006</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% owner

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Loan Phan , 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, Loan Phan , 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.

VenTek Inc.

Name of submitting business

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

Loan Phan [LOAN.PHAN@VENTEKDSS.COM]

President

Title

09/23/2020 09:14:24 AM

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/30/2020

1) Proposer's Legal Name: VenTek Inc.

2) Address of Place of Business: 19 Cresthollow LN

City: Albertson State/Province/Territory: NY Zip/Postal Code: 11507

Country: US

Address: 143 Stratford N

City: Roslyn Heights State/Province/Territory: NY Zip/Postal Code: 11577

Country: _____

Start Date: 01-MAY-10 End Date: 21-JUL-19

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 78-562-9861

5) Federal I.D. Number: 41-2200315

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.

There are no conflicts of interest between Nassau County and VenTek or any employee of VenTek in any way.

(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

There are no family relationships of any employee of VenTek that may create a conflict of interest with Nassau County or create the appearance of a conflict of interest in any way.

There are no other matters between VenTek or its employees and Nassau County that may create a conflict of interest or create the appearance of a conflict of interest in any way.

- All employees sign a non-disclosure and conflict of interest agreement.

YES ☐ NO ☒

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

- 01/27/2006

- ~~John Edgar Hoover, Director~~
~~FBI - Federal Bureau of Investigation~~
~~Washington, NY 11507~~

1 File(s) Uploaded: Proof of Ownership.pdf

- [REDACTED]

NY

-
- 4

vi) Annual revenue of firm;

1000000

vii) Summary of relevant accomplishments

VenTek Inc. is a Minority and Women-Owned Business Enterprise, which offers innovative technology solutions designed to meet the needs of Human services. We are committed to providing high-quality service and integrity to our client partners. We believe that this approach to doing business is the foundation of our success in our long-term business relationships. We have many areas of technical expertise from standalone system to multi-users application. We constantly embrace new technologies and merge them with traditional approaches to create the most appropriate solutions for our clients.

Established in January 2006 to meet the complex needs of Human Services, VenTek Inc. is an organization that has the government experience, commitment, dedication, brainpower, and people with the personal skills to achieve this goal. VenTek knows the Health and Human Services. Our clients, such as Jefferson County and Onondaga County, are extremely happy with the way we executed our work with the

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

B. Indicate number of years in business.

14

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

Currently servicing 13 counties throughout the state of New York.

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 Nassau County Department of Social Services

Contact Person Tawanna Turner

Address 60 Charles Lindbergh Blvd

City Uniondale State/Province/Territory NY

Country US

Telephone (516) 227-8376

Fax #

E-Mail Address Tawanna.Turner@hhsnassaucountyny.us

Company Niagara County Department of Social Services

Contact Person Traci Taylor

Address 20 East Avenue

City Lockport State/Province/Territory NY

Country US

Telephone (716) 439-7645

Fax # (716) 439-7661

E-Mail Address Traci.Taylor@niagaracounty.com

Company Jefferson County Department of Social Services

Contact Person Kristopher Eager

Address	250 Arsenal Street		
City	Watertown	State/Province/Territory	NY
Country	US		
Telephone	(315) 785-3129		
Fax #			
E-Mail Address	Kristopher.Eager@dfa.state.ny.us		

I, Loan Phan , 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, Loan Phan , 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.

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Name of submitting business: VenTek Inc.

Electronically signed and certified at the date and time indicated by:
Loan Phan [INFO@VENTEKDSS.COM]

President
Title

07/15/2020 09:57:53 AM
Date

[illegible]

COUNTY OF NASSAU

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

1. Name of the Entity: VenTek Inc.

Address: 19 Cresthollow LN

City: Albertson State/Province/Territory: NY Zip/Postal Code: 11507

Country: US

2. Entity's Vendor Identification Number: 41-2200315

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

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

1 File(s) uploaded Proof of Ownership.pdf

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

None ~~Only 1 principal (100% owner) is attached~~

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

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

--

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

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

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

Loan Phan [INFO@VENTEKDSS.COM]

Dated:	07/15/2020 09:59:28 AM
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Title:	President
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The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Loan Phan state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: VenTek Inc.

Vendor's Address: 19 Crest Hollow Lane Albertson NY US 11507

Vendor's EIN or TIN: 41-2200315

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
07/15/2020 09:50:34 AM

Lobbyist Registration and Disclosure Form:
07/15/2020 10:11:59 AM

Business History Form certified:
07/15/2020 09:57:53 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
07/15/2020 09:59:28 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Loan Phan, PhD [INFO@VENTEKDSS.COM]	07/15/2020 09:52:37 AM

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

CERTIFICATION

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Loan Phan, PhD

Name

President

Title

VenTek Inc.

Name of Submitting Entity

07/22/2020 03:39:07 PM

Date

Amendment #4

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Health, Social Services, and Human Services, having its principal office at 60 Charles Lindenburg Avenue, Uniondale, New York 11553 (the "Department"), and (ii) VenTek Inc, a New York corporation, having its principal office at 19 Cresthollow Ln, Albertson, NY 11507 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000026 between the County and the Contractor, executed on behalf of the County on April 25, 2016 and thereafter amended on September 9, 2016, October 30, 2017, and October 1, 2019 (the "Original Agreement"), the Contractor performs programmer / systems analysis services relating to the maintenance of the large scale computer systems of the Department; and

WHEREAS, the term of the Original Agreement is from September 20, 2015 to September 19, 2020 (the "Term"); and

WHEREAS, the maximum amount payable to Contractor for the Services, as amended, is One Million Dollars (\$1,000,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount and extend the original agreement to continue the Services to allow County sufficient time to issue a Request for Proposal for programmer / systems analysis services; and

WHEREAS, the services contemplated herein are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Term. The Department desires to extend the Term for an additional one (1) year period so that the termination date of the Original Agreement, as amended herein, shall be September 19, 2021.
2. Maximum Amount. The Maximum Amount shall be increased by Two Hundred and Twenty Thousand Dollars (\$220,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for the Services shall be One Million, Two Hundred and Twenty Thousand Dollars (\$1,220,000.00).
3. Vendor Code of Ethics. By executing this Agreement, the Permittee hereby certifies and covenants that:
 - (i) The Permittee has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

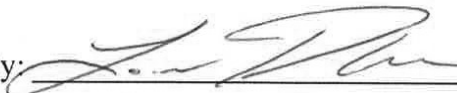
- (ii) All of the Permittee's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed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

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

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date of execution by the County.

VenTek, Inc.

By: 
Name: Loan Phan
Title: President
Date: 7/23/20

NASSAU COUNTY

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

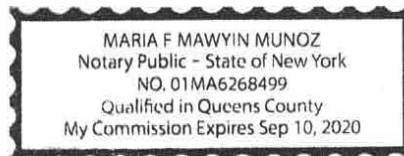
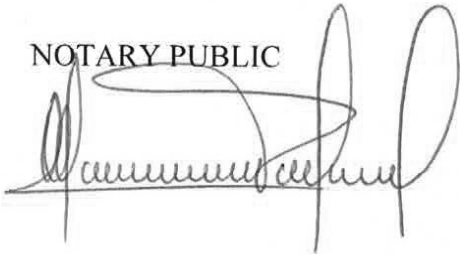
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

COUNTY OF NASSAU)

On the 23 day of July in the year 2020 before me personally came
Loan Phan 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 President of
Ventek 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 _____ day of _____ in the year _____ 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)
7/15/2020

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 an American company TechInsurance 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C, No, Ext): (800) 668-7020 FAX (A/C, No): 877-828-9067 E-MAIL: ADDRESS:														
INSURED Ventek, Inc 19 Cresthollow Ln, Albertson, NY, 11507-1046	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B : Hartford Insurance Company of the Midwest</td> <td style="text-align: center;">37478</td> </tr> <tr> <td>INSURER C : Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER D : Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : Hartford Insurance Company of the Midwest	37478	INSURER C : Philadelphia Indemnity Insurance Company	18058	INSURER D : Hartford Fire Insurance Company	19682	INSURER E :		INSURER F :	
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INSURER D : Hartford Fire Insurance Company	19682														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Yes		46SBMUE9693	4/24/2020	4/24/2021	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Yes		46SBMUE9693	4/24/2020	4/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
	\$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		46WECLO9823	11/7/2019	11/7/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (Errors and Omissions)			PHSD1547649	6/9/2020	6/9/2021	Occurrence/Aggregate \$3,000,000 / \$3,000,000
C	Fidelity Bond 3rd Party BKT			PHSD1514281	4/16/2020	4/16/2021	Each Occurrence \$60,000

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

Nassau County is named as Additional Insured as their interests may appear in regards to general liability and automobile liability

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of Social Services
 240 OLD COUNTRY RD FL 6
 MINEOLA NY 11501-4255

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



**Workers'
Compensation
Board**

CERTIFICATE OF INSURANCE COVERAGE
under the NYS 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)

VENTEK INC.
19 CREST HOLLOW LN

ALBERTSON NY 11507

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

516-625-0360

1c. Federal Employer Identification Number of Insured or Social Security Number

412200315

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD
UNIONDALE, NY 11553

3a Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b Policy Number of Entity Listed in Box "1a"

LNy-624182

3c Policy effective period

10/01/2019 to 09/30/2020

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

09/04/2019

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074

Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

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.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>VENTEK, INC 19 CRESTHOLLOW LN ALBERTSON NY 11507-1046</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 41-2200315</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County Department of Social Services 240 OLD COUNTRY RD FL 6 MINEOLA NY 11501-4255</p>	<p>3a. Name of Insurance Carrier Hartford Fire Insurance Company 19682</p> <p>3b. Policy Number of Entity Listed in Box "1a": 46 WEC LO9923</p> <p>3c. Policy effective period: 11/07/2019 to 11/07/2020</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

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 the coverage as depicted on this form.

Approved by: Danielle Clausen
(print name of authorized representative or licensed agent of insurance carrier)

Approved by:  07/15/2020
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Contract ID#: CQIT15000026

Department: Information Technology**E-H6****Contract Details**SERVICE Programmer/ Systems analysisNIFS ID #: CQIT15000026NIFS Entry Date: 11/19/2015Term: from Execution to 1 year

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
RES#			

Agency Information

Vendor	
Name	Vendor ID#
VenTek Inc	412200315-01
Address	Contact Person
143 Stratford N,	Loan Phan
Roslyn Heights, NY 11577	Phone
	(516) 625-0360

County Department	
Department Contact	
Ed Eisenstein	*****Please send final, sealed copy to Vandana Manucha
Address	
240 Old Country Road	
Mineola, NY 11803	
Phone	
(516) 571-4265	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS App'l (Dept. Head) Contractor Registered	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
	OMB	Contractor Registered NIFS Approval	<input type="checkbox"/> 11/24		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
12/1/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 12/2/15		
12/14/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 12/14/15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 12/23/15		
	County Attorney	NIFS Approval	<input type="checkbox"/> 12/11/15		
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 12/26/15		
12/4/15	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 12/11/15		

Contract ID#: CQIT15000026

Department: Information Technology

Contract Summary

Description: Programmer/Systems analysis services to maintain the large scale computer systems at the Department of Health, Social Services, and Human Services.
Purpose: Onsite Personnel service of Programmer/System Analysis is required for the large scale computer systems by the Department of Health, Social Services, and Human Services, to smoothly operate local production system environment synchronous with NYS's WMS operation. To Analyze, develop and maintain computer programs and systems.
Method of Procurement: Streamlined RFP
Procurement History: The contract was entered into after a written request for proposals a streamlined RFP was issued on August 19 th , 2015. Potential proposers were made aware of the availability of the RFP by emailing to five potential proposers. Proposals were due on September 2, 2015. Only 2 proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Tawanna Turner and Xuyen Ly. The proposals were scored and ranked. Scoring sheets are attached. As a result of the scoring and ranking, VenTek was selected.
Description of General Provisions: Vendor will provide Nassau County Programmer/System Analyst services that will meet the Departmental priorities <ol style="list-style-type: none"> 1. Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation 2. Analyze the need for and develop internal computer support systems as required 3. Effect the migration of applications to work on both the PC and Smart Devices 4. Program and maintain computer programs and systems 5. Monitor system operation with a view toward balanced system resources 6. Develop the computer Programming and operating abilities of IIT Personnel
Impact on Funding / Price Analysis: The maximum amount for full consideration for all services under this Agreement shall not exceed \$197,400.00.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	IT
Control:	Gen
Resp:	1950
Object:	DE
Transaction:	500

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$197,400.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$197,400.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1950/DE500	\$197,400.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$197,400.00

Document Prepared By: _____

Date: _____

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <u>[Signature]</u>	
Name: <u>[Signature]</u>		Name: <u>[Signature]</u>		Date: <u>12/21/15</u>	
Date: <u>2/9/16</u>		Date: <u>1/28/16</u>		(For Office Use Only)	
				E #:	

E-1-16

RULES RESOLUTION NO. 2-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTION ON BEHALF OF THE
DEPARTMENT OF HEALTH, SOCIAL SERVICES, AND HUMAN
SERVICES, AND VENTEK INC.

WHEREAS, the County has negotiated a personal services agreement
with VenTek, Inc. ("VenTek") with regard to programmer / system analysis
services, therefore, be it

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

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 1-11-16

VOTING:

ayes 5 nays 2 abstained 0 recused 0

Legislators present: 7

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Health, Social Services, and Human Services, having its principal office at 60 Charles Lindenburg Avenue, Uniondale, New York 11553 (the "Department"), and (ii) VenTek Inc., a New York corporation, having its principal office at 143 Stratford N, Roslyn Heights, NY 11577 (the "Contractor").

WITNESSETH:

WHEREAS, the County seeks to retain a programmer / systems analysis to maintain the large scale computer systems at the Department (the "Maintenance Services"); and

WHEREAS, a Request for Proposals for the Maintenance Services was issued on August 19, 2015; and

WHEREAS, the Contractor submitted a response to the RFP on Aug 24th, 2015, that was found to be beneficial to the County; and

WHEREAS, the Contractor was awarded a contract on Sept 18, 2015; 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; and

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

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

1. Term. This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of one (1) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for four (4) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of Programmer/Systems Analyst services (the "Services") and is

described in detail in Appendix A Statement of Work (SOW -Professional / System Analyst Scope of Services) attached hereto and incorporated herein by reference.

3. Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Hundred and Ninety Seven Thousand and Four Hundred Dollars (\$197,400.00) ("Maximum Amount") payable in accordance with Appendix A ("Payment Section") attached hereto and incorporated herein by reference.

(b) The Contractor shall not perform Services that would cause billings to exceed the Maximum Amount unless additional funds are encumbered pursuant to this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

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

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. Notwithstanding the foregoing, the Contractor's right to receive payment for work completed by the Contractor for the County shall not be affected or denied in the event of an administrative timing error in issuing invoice Vouchers to County.

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

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

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to

any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

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

- (i) The 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. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached to this Agreement as Appendix L. The Contractor shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor

acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential or that is otherwise protected from disclosure under Federal, State or Local law; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by the Contractor under this Agreement (such as records or information) shall remain the sole property of the County, will be deemed "Confidential Information" and will be held in confidence in accordance with this Agreement. The Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with this Agreement. Such data and materials will be returned to the County upon completion of the Services. Access to

Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use. Confidential Information of the County may only be disclosed as provided for in Section d above or with the written consent of the County (and then only to the extent of the consent);

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

(f) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services. (g) The provisions of this section shall survive the termination of this Agreement

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

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

(c) Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control.

(d) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of Nassau County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

8. 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.

9. Subcontracting.

(a) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(b) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(c) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(d) 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.

(e) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

10. Right to Works. (a) Upon execution of this Agreement, any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs, source code and/or any other material produced by the Contractor for the County pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) Works Made for Hire: The Contractor acknowledges that all of the Contractor's works of authorship, including but not limited to any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs and/or any other materials produced or used by the Contractor for the

County pursuant to this Agreement ("Copyrighted Materials") shall be considered and are "works-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the owner thereof, including any copyrights, patents, or other intellectual property rights pertaining thereto and of all aspects, elements, and components thereof in which copyright protection might exist. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Contractor works and hereby irrevocably transfers, assigns, and conveys all of the Contractor's right, title, and interest, including exclusive copyright, patent, and other intellectual property rights, ownership in and to the Copyrighted Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrighted Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(c) Contractor Property or Works. Unless otherwise agreed upon between the parties in this Agreement, the Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or works, including all pre-existing intellectual property interests held by Contractor (the "Contractor Works"). Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works solely for the County's internal use. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by the Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of the Contractor or used by the Contractor.

(d) Upon payment of all amounts due therefore, the Contractor shall grant to the County a non-exclusive, United States license to use any such Contractor Works solely for the County's internal use. The County may make reasonable copies of such pre-existing material for backup and archival purposes in accordance with applicable law. The County shall reproduce such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies. Subject to the other provisions in this subsection 8(b), any copies that the County makes of such Contractor Works shall remain the Contractor's sole property.

11. Patent/Copyright Claims.

(a) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or arising out of or in connection with any breach of warranty by the Contractor. As a condition to the foregoing indemnity obligation, the County shall give

the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

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

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; or (ii) made without the Contractor's approval.

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

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

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

(b) The Contractor shall deliver Services under this Agreement in a professional

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

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

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

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

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

14. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance and errors and omissions insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars (\$1,000,000.00) per occurrence; and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

15. Warranty. (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as

such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a SOW in accordance with the stated warranty term(s).

16. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

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

(a) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding,

including reimbursement, from the State or Federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

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

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

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

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

20. 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 convenienc. 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.

21. 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 Office of General Counsel, with a copy to 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.

22. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

23. 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.

24. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 Dollars \$533.00 for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

25. Services for Other Municipal Entities. It is understood that the Services

described in the Agreement may be purchased by any other municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal Entities, and not the County, shall be liable to the Contractor.

26. Financial Deterioration of Vendor. In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

27. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

28. 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.

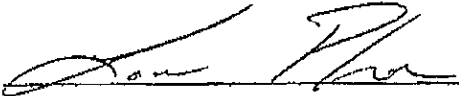
29. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof

and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

VenTek Inc.

By: 

Name: Loan Phan

Title: President / CEO

Date: 11/3/15

NASSAU COUNTY

By: 

Name: Charles Ribando

Title: Deputy County Executive

Date: 4/25/16

PLEASE EXECUTE IN BLUE INK

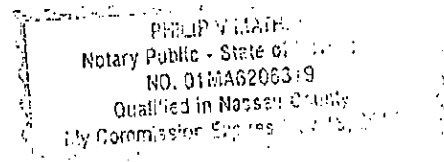
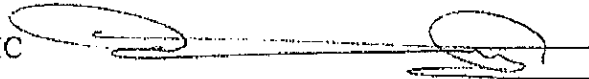
STATE OF NEW YORK)

) ss

COUNTY OF NASSAU)

On the 3rd day of November in the year 2015 before me personally came Loan Phan 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 President/CEO of VenTek 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



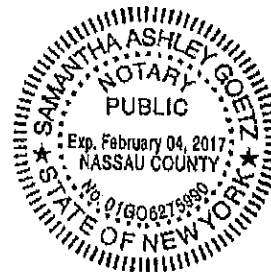
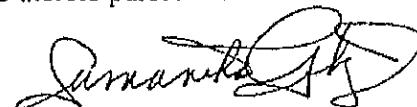
STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 25 day of April in the year 2016 before me personally came Charles Richards 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



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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- i. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- ii. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- iii. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal

solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the

Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

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

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Loan Phan (Name)

[REDACTED] (Address)

[REDACTED] (Telephone Number)

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

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

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

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

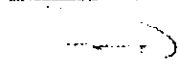
11/3/15
Dated

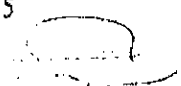

Signature of Chief Executive Officer

Lean Phan
Name of Chief Executive Officer

Sworn to before me this

3rd day of Nov, 2015


Notary Public


PHILIP V. MATHAI
Notary Public - State of New York
No. 011176206319

Appendix A
Statement of Work

1. Professional / System Analyst Scope of Services

The work to be performed under this contract will be full-time (35 hours per week), on-site personnel service required to maintain the large scale computer systems investment that the agencies has built up over the years. Primary work location is 60 Charles Lindberg Ave, Uniondale, NY. This work will be performed in such a way as to meet the following Departmental priorities:

- Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation
- Analyze the need for and develop internal computer support systems as required
- Effect the migration of applications to work on both the PC and Smart Devices
- Program and maintain computer programs and systems
- Monitor system operation with a view toward balanced system resources
- Develop the computer programming and operating abilities of IT personnel
-

The tasks required under this contract include, but may not be limited to:

- Analyze the need for local computer systems
- Design and develop computer systems
- Write computer applications in ASP.NET (Visual Basic, HTML 5, JavaScript)
- Develop reports in SSRS, Cognos 10 and jobs in SSIS
- Assemble computer programs into job streams
- Maintain computer systems and programs.
- Coordinate with IT personnel in the development and operation of computer systems
- Interact with vendor personnel whom these agencies are contracted with as required to maintain system operations

2. Payments:

Services will be billed monthly after services are performed.

Billing will be based on Hourly rate of \$120.00 per Hour, Thirty Five hours per week for 47 weeks annually.



VENTEK, INC.
143 STRATFORD N
ROSLYN HEIGHTS, NY 11577
(516) 825-0360

0258

DATE Nov 5, 2015

1-2-210

PAY TO THE ORDER OF Nassau County

\$ 533.00

five hundred and thirty-three

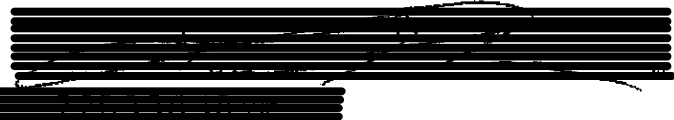
00 ~~100~~ DOLLARS  Security features
Detailed on back



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

COIT15

FOR RFP for Analyst / Programmer



August 12, 2015

**Department of Health, Social Services, and Human Services
Programmer/Systems Analyst**

The Department of Information Technology ("NCIT") of Nassau County, New York (the "County") is currently seeking proposals from Qualified Vendors ("Qualified Vendors") located and authorized to do business in the State of New York, to provide Professional Services for a Programmer/Systems Analyst for the Department of Health, Social Services and Human Services. The purpose of the request is to provide Nassau County with proposals that will culminate in the development and execution of a contract with one vendor NCIT determines to be eligible to provide Professional Services for procurement by NCIT.

NCIT may select vendors from among responding vendors based on a thorough analysis of each business's ability to provide the County with the highest quality services at the most cost-effective fees.

Nassau County is committed to policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

Any and all awards are subject to the standard terms and conditions of Nassau County contracts, copies of which can be provided upon request.

Anticipated Proposal Schedule

Dates indicated below are subject to change at the sole discretion of the County.

Response Due: Wednesday September 2, 2015

Award Date: Wednesday September 9, 2015

Proposals must be submitted in writing via email to Donna Neiland, Nassau County Department of Information Technology.

dneiland@nassaucountyny.gov

SCOPE OF WORK AND PROPOSAL REQUIREMENTS

Background

The following Departments, Health, Social Services, and Human Services comprise of approximately 1500 users resident at 4 sites across the County. These agencies administer several different programs for the citizens of Nassau County. Some of these programs include Temporary Assistance, Medical Assistance, SNAP, Child Support, Title XX Services Programs, such as Day Care, Foster Care, Adoption, Child Find (formerly CHAP), Early Intervention, Mental Health, and Programs for Office for the Aging.

There are multiple State agencies that oversee the various Programs within these Departments. The Staff use multiple State and Local systems, on the State Human Services Enterprise Network (HSEN), to efficiently perform their work within mandated processing timeframes. In addition to providing computer resources for daily business operations, applications are also externally available around the clock for staff and vendors.

This RFP is seeking a resource that is familiar with current technology, with the skills and knowledge required to program and run the systems at the Department of Health, Social Services and Human Services; who have programmatic/operational knowledge of the interaction between State and Local Systems, will provide expansion and support for the key case management systems that these Departments rely on, and who will be able to create efficiencies through system integration and automation.

Required Skill/Experience

Resource must be able to provide qualified personnel possessing the following minimum requirements:

Operational knowledge of the following NY State public welfare systems and County Local Systems/Data Warehouses:

WMS, BICS, Wang Legacy, CCTA, SCU, SOS, NIFS, NUHRS, NYEIS, KIDS, EITPB, Preschool, CONNECTIONS, Child Find, Early Intervention, OTDA Data Warehouse, OCFS Data Warehouse, Central SOS, eMedNY

IT Qualifications: .NET Compact Framework, ASP.Net, HTML5 (migration of current application for iPad access), SQL 2008 R2 database administration, SSIS, SSRS, COGNOS, Crystal, Javascript, Windows Server 2008 R2 Server and Cluster Management, Backup Exec, RecoverPoint Appliance; Qualified COGNOS person with full range of expertise in COGNOS catalog

development and maintenance; Microsoft background; Expertise in SQL database environment; Experience in web deployments; Expertise in incorporating external data into reporting and analytic processes; Project development of integrated systems within Health, Social Services and Human Services; Data Transformation; Systems Analysis and Database Design

Work to be performed The work to be performed under this RFP will be full-time, on-site personnel service required to maintain the large scale computer systems investment that the agencies has built up over the years. Primary work location is 60 Charles Lindberg Ave, Uniondale, NY. This work will be performed in such a way as to meet the following Departmental priorities:

- Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation
- Analyze the need for and develop internal computer support systems as required
- Effect the migration of applications to work on both the PC and Smart Devices
- Program and maintain computer programs and systems
- Monitor system operation with a view toward balanced system resources
- Develop the computer programming and operating abilities of IT personnel

The tasks required of the individual who would fulfill requirements of this RFP include, but may not be limited to:

- Analyze the need for local computer systems
- Design and develop computer systems
- Write computer applications in ASP.NET (Visual Basic, HTML 5, Javascript)
- Develop reports in SSRS, Cognos 10 and jobs in SSIS
- Assemble computer programs into job streams
- Maintain computer systems and programs.
- Instruct IT personnel in the development and operation of computer systems
- Interact with vendor personnel whom these agencies are contracted with as required to maintain system operations

HSEN Environment (60 CLB Data Center)

County Equipment

- 2-Node Microsoft 2008 R2 Cluster
 - SQL 2008 R2 supporting State and local data
 - Hyper-V Wang Instance running Wang legacy code
 - Electronic Document Repository (50 million documents)
- RecoverPoint- Remote Replication Protection
 - 15 Terabytes of storage

August 12, 2015

- Synchronous back-up to secondary system at Bethpage Data Center
- **3 server web farm**
 - Windows 2008 R2 (IIS 7.1)
 - Windows Network Load Balance
 - ASP.Net 4.0
 - Hosting 10+ browser based SSL –VPN enabled applications

State Equipment

- 3 File and Printer Servers
- Domain Controller
- State Legacy Mainframe equipment

Software

- Local browser based applications written in ASP.NET 4.0 (HTML 5) with windows authentication
- Cognos 10 Reporting Tools
- Crystal Reports
- SQL Server Reporting Services 2008 R2
- SQL Server Integration Services 2008 R2
- .NET Compact Framework

E-186-16



Information Technology Contract Routing

mrsynolds Support Logout

[Home](#)**Contract Details**
[Back](#) [Print Routing Slip](#)
[View NIPA Approval Form](#)

Contract ID#: COIT15000026

Department: Information
TechnologyCapital Project: ☐ X

NIFS ID#: CLIT16000006

NIFS Entry Date: 06/02/2016

SERVICE: Programmer/ System Analysis

Select Term Dates

From 09/19/2015

To 09/19/2017

Term (if dates are not
available):**Check Appropriate Boxes**

Slip Type: Amendment

Time Extension ☒ XAddl. Funds ☒ XBlanket Resolution ☐ X

RES#

Select Yes/No For The Following**Questions**

1) Mandate Program:

Yes No

2) Comptroller Approval
Form Attached:

Yes No

3) CSEA Agmt. 32
Compliance Attached:

Yes No

4) Vendor Ownership &
Mgmt. Disclosure
Attached:

Yes No

5) Insurance Required:

Yes No

Slip Attachments

Document Type	Download	Uploaded
Amendment 1	Download	13-JUN-16
Vendor Disclosure	Download	06-JUN-16
Exhibit A form	Download	06-JUN-16
Exhibit B form	Download	06-JUN-16
Owner and Management Information	Download	06-JUN-16
Principal Questionnaire Form	Download	06-JUN-16
Insurance	Download	13-JUN-16
Comptroller Approval	Download	06-JUN-16
Contract	Download	06-JUN-16
Business History Form	Download	06-JUN-16

1 - 1

Add Notes
[Add Notes](#)

no data found

Actions

User	Dept.	Action	Date
PGALLAGHER	County Attorney	APPROVED	06/14/2016 09:26
RDALLEVA	Budget	APPROVED	06/09/2016 10:04
NSTANTON	Information Technology	APPROVED	06/06/2016 15:15

1 - 3

Agency Information

Routing Slip

Department

NIFS Entry (Dept)

☒ X

Last Action:

06-JUN-16 -- VMANUCHA

NIFS Approval (Dept. Head)

☒ X

Last Action:

06-JUN-16 -- NSTANTON

OMB

NIFA Approval:

☒ X

Last Action:

09-JUN-16 -- TLOVE

NIFS Approval

☒ X

Last Action:

09-JUN-16 -- TLOVE

County Attorney

CA RE & Insurance Verification

☒ X

Last Action:

14-JUN-16 -- PGALLAGHER

CA Approval as to Form

☒ X

Last Action:

14-JUN-16 -- PGALLAGHER

Leg. Approval Required

Yes

Last Action:

Legislative Affairs

Approved by Legislature/Review Complete:

☒ X

Last Action:

Resolution:

Local Number

Ordinance Number:

Vote Date:



Status

Vote Count:

Comptroller

Not for Profit?

☒ X

Front Office:

☒ X

Last Action:

Claims:

☒ X

Last Action:

Legal:

☒ X

Last Action:

Requires NIFA Approval

☒ X

Last Action:

Deputy:

☒ X

Last Action:

Accounting / NIFS Approval

☒ X

Last Action:

NIFA Approval

NIFA Approval:

Last Action:

X

NIFA Resolution #:

NIFA Notes:

County Executive

Notarization Filed with Clerk of the Leg.

☐ X

Last Action:

Contract Summary

Purpose:

Onsite Personnel service of Programmer/System Analysis is required for the large scale computer systems by the Department of Health, Social Services, and Human Services, to smoothly operate local production system environment synchronous with NYS's WMS operation. To Analyze, develop and maintain computer programs and systems. The Amendment is to amend the effective date of contract from to 9/19/2015, as the services are being provided since then. It also extends the contract exercising the term renewal for one additional year to terminate on September 19, 2017. Therefore increase the maximum amount by \$200,000.00 to pay for services for the renewal year.

Method of Procurement:

Streamlined RFP

Procurement History:

The contract was entered into after a written request for proposals a streamlined RFP was issued on August 19th, 2015. Potential proposers were made aware of the availability of the RFP by emailing to five potential proposers. Proposals were due on September 2, 2015. Only 2 proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Tawanna Turner and Xuyen Ly. The proposals were scored and ranked, scoring sheets are attached. As a result of the scoring and ranking, VenTek was selected.

Description of General Provision:

Vendor will provide Nassau County Programmer/System Analyst services that will meet the Departmental priorities

1. Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation
2. Analyze the need for and develop internal computer support systems as required
3. Effect the migration of applications to work on both the PC and Smart Devices
4. Program and maintain computer programs and systems
5. Monitor system operation with a view toward balanced system resources
6. Develop the computer Programming and operating abilities of IIT Personnel

Impact on Funding / Price Analysis

Increase the maximum amount of the Agreement by \$200,000.00

Change in Contract from Prior Procurement:

n/a

Recommendation: (Approve as Submitted)

Advisement Information

Budget Codes		Funding Source	Object Codes	
Fund:	Control:	Revenue Contract	1	Amount:
ITGEN	1950	X	ITgen1950/DE500	.01
Resp:	Object:	County:	2	Amount:
		200000.01	ITgen1950/DE500	200000
Transaction		Federal:	3	Amount:
		0		0
Project Number:		State:	4	Amount:
		0		0
Project Detail:		Capital:	5	Amount:
		0		0
Renewal		Other:	6	Amount:
% Increase		0		0
		Total:		Total:

% Decrease

\$200,000.01

\$200,000.01

Prepared By:

Vandana Manucha

Prepared On:

02-JUN-16

Set Screen Reader Mode On
release 1.0

Approved by CA in NIFS 7/27/16 Yachya

Amendment #1

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Health, Social Services, and Human Services, having its principal office at 60 Charles Lindenburg Avenue, Uniondale, New York 11553 (the "Department"), and (ii) VenTek Inc, a New York corporation, having its principal office at 143 Stratford N, Roslyn Heights, NY 11577 (the "Contractor").

WITNESSETH:

WHEREAS, the County requires programmer/ systems analysis services to maintain the large scale computer systems at the Department (the "Services"); and

WHEREAS, a Request for Proposals for the Services was issued on August 19, 2015 (the "RFP"); and

WHEREAS, the Contractor submitted a response to the RFP on August 24, 2015 that was found to be beneficial to the County; and

WHEREAS, the Contractor was awarded a contract on September 18, 2015; and

WHEREAS, the Contractor has been providing the Services to the County on an ongoing basis since September 19, 2015; and

WHEREAS, the Services are performed by the Contractor pursuant to County contract CQIT15000026 executed on behalf of the County on April 25, 2016, (the "Agreement"); and

WHEREAS, the Effective Date was defined in the Agreement as the date of execution by the County; and

WHEREAS, the term of the Agreement commenced on the Effective Date and will continue for a period of one year, unless terminated sooner in accordance with the provisions of the Agreement (the "Original Term"); and

WHEREAS, the Original Term contains options to renew the Agreement at the County's sole discretion for four (4) additional one (1) year periods under the same terms and conditions ("Term Renewal Option") or collectively the "Term Renewal Options"; and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for the Services under the Agreement is One Hundred and Ninety-Seven Thousand, Four Hundred Dollars (\$197,400.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Term in accordance with the terms and conditions set forth herein, exercise one (1) Term Renewal Option, and increase the Maximum Amount; and

WHEREAS, the services contemplated by the Agreement and this Amendment #1 are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Amended Effective Date: The Amended Effective Date shall be defined as September 19, 2015.
2. Amended Term. The term of the Agreement commenced on the Amended Effective Date and will continue for a one (1) year period so that the termination date of the Agreement shall be September 19, 2016.
3. Term Renewal: The County hereby exercises one (1) Term Renewal Option under the Agreement so that the Agreement will terminate on September 19, 2017, unless terminated sooner in accordance with the provisions of the Agreement. Notwithstanding the foregoing, the County reserves the right pursuant to the Agreement to exercise further Term Renewal Options and exercise any of the three (3) remaining Term Renewal Options under the same terms and conditions.
4. Maximum Amount. The Maximum Amount shall be increased by Two Hundred Thousand Dollars (\$200,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided shall be Three Hundred and Ninety Seven-Thousand, Four Hundred Dollars (\$397,400.00).
5. Insurance. Paragraph 14(a) of the Agreement shall be deleted in its entirety and replaced with the following language:

 (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less three million dollars (\$3,000,000.00) per claim; (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
6. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment # 1 as of the date of execution by the County.

VenTek, Inc.

By: 

Name: Loan Phan, PhD

Title: President / CEO

Date: 6/9/16

NASSAU COUNTY

By: 

Name: Charles Robnak

Title: Deputy County Executive

Date: 9/16/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

COUNTY OF NASSAU)

On the 9th day of June in the year 2014 before me personally came
Loan Phan 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 President/CEO of
VenTek 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

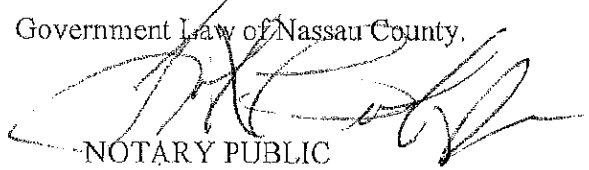
PHILIP V. MATHAI
Notary Public, State of New York
Qualified in Nassau County
No. 01MAG206319
My Commission Expires May 18, 2017

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 9 day of September in the year 2016 before me personally came
Charles Riborde 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

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01956072153
Qualified in Nassau County
Commission Expires February 18, ~~2017~~ 2019



E-157-17

NIFS ID:CLIT17000004

Department: Information Technology

Capital:

SERVICE: Programmer/Systems Analysis

Contract ID #:CQFT15000026

NIFS Entry Date: 03-MAY-17

Term: from 20-SEP-17 to 19-SEP-19

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

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

Vendor Info:	
Name: VenTek Inc.	Vendor ID#: 412200315-01
Address: 143 Stratfort N. Roslyn Heights, NY 11577	Contact Person: Loan Phan
	Phone: 516-625-0360

Department:	
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***	
Address: 240 Old Country Road Mineola, NY 11501	
Phone: 516-571-7708	

Routing Slip

Department	NIFS Entry: X	03-MAY-17 -- VMANUCHA
Department	NIFS Approval: X	16-AUG-17 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	16-AUG-17 -- RDALLEVA
OMB	NIFS Approval: X	16-AUG-17 -- MSEIDLER
County Atty.	Insurance Verification: X	16-AUG-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	16-AUG-17 -- DMCDERMOTT
Dep. CE	Approval: X	28-AUG-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	18-AUG-17 -- MREYNOLDS

Legislature	Approval: X	11-SEP-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	26-OCT-17 -- RBURKERT
NIFA	NIFA Approval: X	27-OCT-17 -- LGIARDINA

Contract Summary

Purpose: Onsite Personnel Service of Programmer/System Analysis is required for the large scale computer systems by the department of Health, Social Services, and Human Services, to smoothly operate local production system environment synchronous with NYS's WMS operation. To Analyze, develop and maintain computer programs and systems. This is to exercise first two year renewal options as per original agreement and to fund for maintenance for the renewal years.

Method of Procurement: Streamlined RFP

Procurement History: The contract was entered into after a written request for proposals a streamlined RFP on August 4th, 2015. Only 2 proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Tawanna Turner and Xuyen Ly. The proposals were scored and ranked. Scoring sheets are attached. As a result of the scoring and ranking, VenTek was selected.

Description of General Provisions: Vendor will provide Nassau County programmer/system Analyst services that will meet the Departmental priorities

1. Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation
2. Analyze the need for and develop internal computer support systems as required.
3. Effect the migration of applications to work on both the PC and smart Devices
4. Program and maintain computer programs and systems
5. Monitor system operation with a view toward balanced system resources
6. Develop the computer Programming and operating abilities of IIT Personnel

Impact on Funding / Price Analysis: \$400,000.00 for these two renewal years, but only \$200,000.00 is being encumbered at this time for 2017-2018.

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:	ITGEN1950	Revenue		04	ITGEN1950/DE500	\$ 0.01
Control:		Contract:		03	ITGEN1950/DE500	\$ 200,000.00
Resp:		County	\$ 200,000.01			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 200,000.01		TOTAL	\$ 200,000.01
% Increase						
% Decrease						

Increase			
%			
Decrease			

RULES RESOLUTION NO. ~~203~~ 2017

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 DEPARTMENTS OF HEALTH,
SOCIAL SERVICES AND HUMAN SERVICES AND VENTEK, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-18-17
VOTING:
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with VenTek, Inc. to provide programming and systems analysis, 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 VenTek, Inc.

Amendment #2

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Health, Social Services, and Human Services, having its principal office at 60 Charles Lindenburg Avenue, Uniondale, New York 11553 (the "Department"), and (ii) VenTek Inc, a New York corporation, having its principal office at 143 Stratford N, Roslyn Heights, NY 11577 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000026 between the County and the Contractor, executed on behalf of the County on April 25, 2016 and thereafter amended on September 9, 2016 (the "Original Agreement"), the Contractor performs programmer / systems analysis services relating to the maintenance of the large scale computer systems of the Department; and

WHEREAS, the term of the Original Agreement is one (1) year (the "Term"); and

WHEREAS, the Term contains four (4) renewal options for one (1) year periods exercisable at the County's sole discretion; and

WHEREAS, the maximum amount payable to Contractor for the Services, as amended, is Three Hundred and Ninety-Seven Thousand, Four Hundred Dollars (\$397,400.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise renewal options and increase the Maximum Amount; and

WHEREAS, the services contemplated herein are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Term Renewal: The County hereby exercises its first two (2) renewal options so that the Original Agreement will terminate on September 19, 2019, unless terminated sooner in accordance with the provisions of the Agreement. Notwithstanding the foregoing, the County reserves the right to exercise any or all of the remaining renewal options.
2. Maximum Amount. The Maximum Amount shall be increased by Four Hundred Thousand Dollars (\$400,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for the Services shall be Seven Hundred and Ninety-Seven-Thousand, Four Hundred Dollars (\$797,400.00).
3. Encumbrance. The Contractor understands that only Two Hundred Thousand Dollars (\$200,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Original Agreement. The County shall not be liable for

payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.

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

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment # 1 as of the date of execution by the County.

VenTek, Inc.

By: 

Name: Loan Phan, PhD

Title: President / CEO

Date: 4/11/17

NASSAU COUNTY

By: 

Name: Charles Pichard

Title: Deputy County Executive

Date: 4/20/17

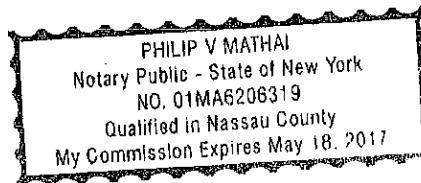
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

COUNTY OF NASSAU)

On the 11th day of April in the year 2017 before me personally came
Loan Phan, PhD 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 President/CEO of
Ventek 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



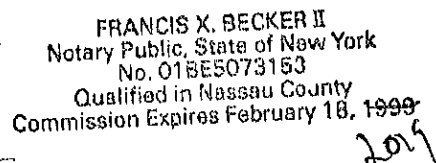
STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 30th day of October in the year 2017 before me personally came
Charles Ribando 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





E-186-19

NIFS ID:CLIT19000008

Department: Information Technology

Capital:

SERVICE: Programmer/System Analysis

Contract ID #:CQIT15000026

NIFS Entry Date: 08-JUL-19

Term: from 20-SEP-19 to 19-SEP-20

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

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

Vendor Info:	
Name: VenTek Inc.	Vendor ID#: 412200315-01
Address: 19 Cresthollow Ln	Contact Person: Loan Phan
Albertson, NY 11507	
	Phone: 516-625-0360

Department:
Contact Name: Nancy Stanton ***Final Complete Contract to Caresse Capolongo***
Address: 240 Old Country Road
Mineola, NY 11501
Phone: 516-571-4311

Routing Slip

Department	NIFS Entry: X	29-JUL-19 -- CCAPOLONGO
Department	NIFS Approval: X	29-JUL-19 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	31-JUL-19 -- IQURESHI
OMB	NIFS Approval: X	29-JUL-19 -- SDEWS
County Atty.	Insurance Verification: X	29-JUL-19 -- AAMATO
County Atty.	Approval to Form: X	29-JUL-19 -- DMCDERMOTT
CPO	Approval: X	05-AUG-19 -- KOHAGENCE
DCEC	Approval: X	05-AUG-19 -- JCHIARA

Dep. CE	Approval: X	16-AUG-19 -- H WILLIAMS
Leg. Affairs	Approval/Review: X	29-AUG-19 -- JSCHANTZ
Legislature	Approval: X	10-SEP-19 -- LVOCATURA
Comptroller	Deputy: X	30-SEP-19 -- JSCHOEN
NIFA	NIFA Approval: X	30-SEP-19 -- KSTELLA

Contract Summary

Purpose: Onsite Personnel Service of Programmer/System Analysis is required for the large scale computer systems used by the Department of Health, Social Services, and Human Services. Services include: analyzing, developing, and maintaining computer programs and systems, in order to smoothly operate local production system environment synchronous with NYS's WMS operation. The purpose of this amendment is to exercise final renewal option as per original agreement and to fund for maintenance for the renewal year.
Method of Procurement: Streamlined RFP
Procurement History: The contract was entered into after a written request for proposals a streamlined RFP on August 19, 2015. Only 2 proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Tawanna Turner and XuyenLy. The proposals were scored and ranked. As a result of the scoring and ranking, VenTek was selected.
Description of General Provisions: Vendor will provide Nassau County programmer/system Analyst services that will meet the Departmental priorities <ol style="list-style-type: none"> 1. Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation 2. Analyze the need for and develop internal computer support systems as required. 3. Effect the migration of applications to work on both the PC and smart Devices 4. Program and maintain computer programs and systems 5. Monitor system operation with a view toward balanced system resources 6. Develop the computer programming and operating abilities of IT Personnel
Impact on Funding / Price Analysis: Increase of \$202,600.00.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	ITGEN1950
Control:	
Resp:	
Object:	DE500
Transaction:	
Project #:	
Detail:	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 202,600.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 202,600.00

LINE	INDEX/OBJECT CODE	AMOUNT
06	ITGEN1950/DE500	\$ 202,600.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 202,600.00

RENEWAL	
% Increase	
%	


Decrease			
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RULES RESOLUTION NO. 246 - 2019

[illegible]

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

Amendment #3

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Health, Social Services, and Human Services, having its principal office at 60 Charles Lindenburg Avenue, Uniondale, New York 11553 (the "Department"), and (ii) VenTek Inc, a New York corporation, having its principal office at ~~143 Stratford N. Roslyn Heights, NY 11577~~ 19 Cresthollow LN Albertson, NY 11507 (the "Contractor"). 

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000026 between the County and the Contractor, executed on behalf of the County on April 25, 2016 and thereafter amended on September 9, 2016 and October 30, 2017 (the "Original Agreement"), the Contractor performs programmer / systems analysis services relating to the maintenance of the large scale computer systems of the Department; and

WHEREAS, the term of the Original Agreement is one (1) year (the "Term"); and

WHEREAS, the Term contains four (4) renewal options for one (1) year periods exercisable at the County's sole discretion; and

WHEREAS, the maximum amount payable to Contractor for the Services, as amended, is Seven Hundred and Ninety-Seven Thousand, Four Hundred Dollars (\$797,400.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise renewal options and increase the Maximum Amount; and

WHEREAS, the services contemplated herein are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

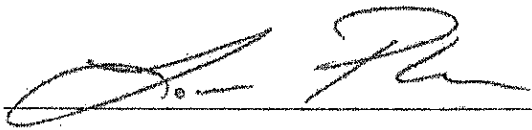
1. Term Renewal: The County hereby exercises its final renewal option so that the Original Agreement will terminate on September 19, 2020, unless terminated sooner in accordance with the provisions of the Agreement.
2. Maximum Amount. The Maximum Amount shall be increased by Two Hundred and Two Thousand, Six Hundred Dollars (\$202,600.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for the Services shall be One Million Dollars (\$1,000,000.00).
3. 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.

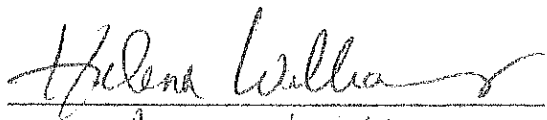
4. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County 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.
5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties herein.

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date of execution by the County.

VenTek, Inc.

By: 
Name: Loan Phan
Title: President
Date: 7/26/19

NASSAU COUNTY

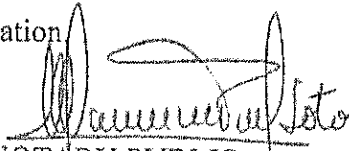
By: 
Name: Helena Williams
Title: Deputy County Executive
Date: 10-19-19

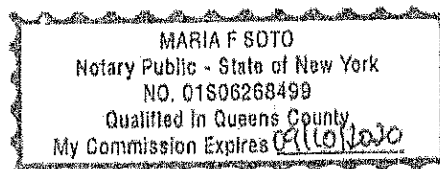
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

COUNTY OF NASSAU)

On the 26 day of July in the year 2019 before me personally came
Loan Phan 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 President of
VenTek 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 7 day of October in the year 2019 before me personally came
Helena Williams to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of
the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.

NOTARY PUBLIC

