

E-152-20

Filed with Clerk of Nassau County Legislature November 2, 2020 11:24AM

NIFS ID:CQPK2000030

Department: Parks

Capital:

SERVICE: Event Production contract

Contract ID #:CQPK2000030

NIFS Entry Date: 07-OCT-20

Term: from 01-NOV-20 to 31-OCT-25

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

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

Vendor Info:	
Name: Party Up Productions	Vendor ID#: 542192082
Address: 26 Hemlock Avenue	Contact Person: Jason
Huntington, NY 11743	Bencivenga
	Phone: 631-988-9579

Department:	
Contact Name: Eileen Krieb	
Address: Administration Bldg.	
Eisenhower Park	
E. Meadow, NY 11554	

Phone: 516-572-0272

Routing Slip

Department	NIFS Entry: X 07-OCT-20 PABU			
Department	NIFS Approval: X	al: X 13-OCT-20 LBARKER		
DPW	Capital Fund Approved:			
ОМВ	NIFA Approval: X	13-OCT-20 IQURESHI		
ОМВ	NIFS Approval: X	13-OCT-20 SJACOB		
County Atty.	Insurance Verification: X	13-OCT-20 NSARANDIS		
County Atty.	Approval to Form: X	13-OCT-20 DMCDERMOTT		
СРО	Approval: X	15-OCT-20 KOHAGENCE		

DCEC	Approval: X	19-OCT-20 JCHIARA
Dep. CE	Approval: X	20-OCT-20 BSCHNEIDER
Leg. Affairs	Approval/Review: X	02-NOV-20 JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Party Up Productions shall serve as Event Production and Development contractor for events hosted by the Parks Department.

Method of Procurement: RFP was issued on March 18, 2020. A total of four (4) proposals were received and evaluated. The proposals were scored and ranked and as a result of the scoring and ranking, the two highest-ranking proposers were selected. Party

Up Productions was one of the two Proposers awarded.

Procurement History: RFP# PK 0318-2015, dated March 18, 2020. A total of four (4) proposals were received and evaluated. The proposals were scored and ranked and as a result of the scoring and ranking, the two highest-ranking proposers were selected. Party Up Productions was one of the two Proposers awarded

Description of General Provisions: Party Up Productions is responsible to enhance the scheduled calendar of events by creating diverse and creative solutions for all aspects of the program being offered, including equipment rentals, for the benefit and enjoyment of the public.

Impact on Funding / Price Analysis: Funded through Hotel Motel, the maximum amount over the term of the agreement (11/1/20-10/31/25) is \$250,000. Initial encumbrance - \$50,000. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Fifty thousand dollars (\$50,000) per year including any extensions or renewals

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

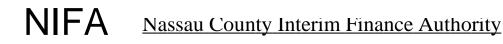
BUDC Fund:	GET CODES GRT		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Control:	PK		Revenue		1	pkgen3180de500	\$ 50,000.00
Resp:	3180		Contract:				\$ 0.00
Object:	de500		County	\$ 0.00			\$ 0.00
Transaction:	103		Federal	\$ 0.00			
Project #:			State	\$ 0.00			\$ 0.00
Detail:			Capital	\$ 0.00			\$ 0.00
· · · · · ·			Other	\$ 50,000.00			\$ 0.00
REN	NEWAL]	TOTAL	\$ 50,000.00		TOTAL	\$ 50,000.00
%							
Increase							
%							
Decrease							
		-					

RULES RESOLUTION NO. -2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND PARTY UP PRODUCTIONS

WHEREAS, the County has negotiated a personal services agreement with Party Up Productions to provide event production and development contracting for Events hosted by the Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



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

1. Vendor: Party Up Productions

2. Dollar amount requiring NIFA approval: \$250000

Amount to be encumbered: \$50000

This is a New

If new contract - \$ amount should be full amount of contract If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 11/1/20-10/31/25

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
X Other		State % 0
		County % 0
Is the cash available for the full amount of the	contract?	Y
If not, will it require a future borrowing?		Ν
Has the County Legislature approved the borro	owing?	N/A
Has NIFA approved the borrowing for this cont	tract?	N/A

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

Party Up Productions shall serve as Event Production and Development contractor for events hosted by the Parks Department. The contractor is responsible to enhance the scheduled calendar of events by creating diverse and creative solutions for all aspects of the program being offered, including equipment rentals, for the benefit and enjoyment of the public

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
CLPK19000004-cqpk16000077	01-SEP-18	50,000.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

IQURESHI 13-OCT-20

Authenticated User

<u>Date</u>

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

<u>Date</u>

NIFA

Amount being approved by NIFA: _

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

Authenticated User

<u>Date</u>

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

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted 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: <u>PARTY UP PRODUCTIONS</u>

CONTRACTOR ADDRESS: 26 Hemlock Avenue, Huntington, NY 11743

FEDERAL TAX ID #: 54-2192082

<u>Instructions:</u> Please check the appropriate box ("D") 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. If The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on March 18, 2020. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday on March 18, 2020 and by publication on the County procurement website. Six hundred (600) of potential proposers received notice of the RFP. Twenty-five (25) viewed the documents, Seventeen (17) of potential proposers opened the documents and requested a copy of the RFP on the Nassau County website. Proposals were due on April 17, 2020. A total of Four (4) proposals were received and evaluated. The evaluation committee consisted of Three (3) employees of the Department of Parks, Recreation & Museums; Sean McBride, Paul Wygand, Cindy Gillen and Victoria Kaso (non-voting Chair). The proposals were scored and ranked. As a result of the scoring and ranking, the two (2) highest-ranking proposers were selected. Party Up Productions was one (1) of two (2) Proposers awarded.

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

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

[describe

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

IV. \Box 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.

- \Box 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. \Box 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.

- \Box 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 119-0, the department is purchasing the services required through an inter-municipal agreement.

VI. \Box 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. \Box 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.

<u>Instructions with respect to Sections VIII, IX and X:</u> 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. Ø Vendor will not require any sub-contractors.

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

Eileen Krieb, Commissioner

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum. Compt. form Pers./Prof. Services Contracts: Rev. 01/18 3



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	1	10	Х	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: Jason Bencivenga [PARTYUP@PARTYUPPRODUCTIONS.COM]

Dated: 10/01/2020 07:44:34 PM

Vendor: Party Up Productions

Title: President

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:	: <u>1</u> 2	2/13/2019							
1)	Propos	ser's Legal Name: Party Up Productions							
2)	Addres	ss of Place of Business:60 E Jefryn Blvd							
	City:	Deer Park State/Province/Territory: NY	Zip/Postal Code:11729						
	Country	y: _US							
Addre City: Coun		33 Dulittle St North Babylon State/Province/Territory: NY US	Zip/Postal Code: 11703						
	Date:		End Date:						
Addre City: Coun		26 Hemlock Ave Huntington State/Province/Territory: NY US	Zip/Postal Code: 11743						
	Date:		End Date:						
3)	Mailing City:	Address (if different): _26 Hemlock Ave Huntington State/Province/Territory: _NY	Zip/Postal Code: <u>11743</u>						
	Country: US								
	Phone:	: _(631) 988-9579							
	Does th	he business own or rent its facilities? Rent	If other, please provide details:						
	L								
4)	Dun an	nd Bradstreet number: 627089365							
5)	Federa	al I.D. Number: <u>54-2192082</u>							
6)	The pro	oposer is a: <u>Corporation</u> (Describe)							

Does this business share office space, staff, or equipment expenses with any other business?Page 1 of 6

Y	ES	
Y		

8)	Does this	s business	contro	l one or more other businesses?
•	YES	NO	Х	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 X If yes, please provide details:

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 __X 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).										
	and reason	for such	cancellation	or forfeiture:	or details r	regarding	the tern	nination	(if a contract)).

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

 YES
 NO
 X

 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 X 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	Х	If yes, provide details for each such investigation, an exp	planation of the
circumstance	es and	correc	ive action taken.	

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	X	If yes, provide details for each such investigation, an explanation of the
circum	stances and	correc	tive action taken.

b) Any misdemeanor charge pending?

YES		NO	Х	If yes, provide details for each such investigation, an explanation of the
circum	stance	es and	correc	tive 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 X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In tl	ne past	t 5 yea	rs, bee	n convicted, after trial or by plea, of a misdemeanor?
YES		NO	Х	If yes, provide details for each such investigation, an explanation of the
circum	istance	es and	correct	tive action taken.

e) In ti	ne past 5	5 yea	rs, bee	n found in violation of any administrative, statutory, or regulatory provisions?
YES	1	NO [Х	If yes, provide details for each such investigation, an explanation of the
circum	stances	and	correct	tive 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	X	lf yes,	provide	details fo	r each	such	investigati	ion, an	explanation	on of the
circum	istance	es and	correc	tive act	ion take	n.						

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 X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

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

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
 In the event a conflict arises, the county will be notified to make a determination

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

2 File(s) Uploaded: Business History Form.pdf, Jason Bencivenga_Resume.pdf

Have you previously uploaded the below information under in the Document Vault? YES X NO

Is the proposer an individual? YES X NO Should the proposer be other than an individual, the Proposal MUST include:

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

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

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

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments

- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
 15
- Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
 We have worked with Nassau County for over the past five years.
- 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	RTB Media LLC			
Contact Person	Robert Broderick			
Address	619 Willow Ave #3L			
City	Hoboken	State/Province/Territory	NJ	
Country	US			
Telephone	(718) 873-3635			
Fax #				
E-Mail Address	bob@rtbmedialllc.com			

Company	Yacht Events LLC		
Contact Person	Steve Tanzman		
Address	Walnut Court		
City	North Halden	State/Province/Territory	NJ
Country	US		
Telephone	(973) 653-9175		
Fax #			
E-Mail Address	stanzman@worldyachtevents.com		

Company	Plan A Party Mare		
Contact Person	Mariann Giliberto		
Address	5 Knolls Drive		
City	Manhasset Hills	State/Province/Territory	NY
Country	US		
Telephone	(718) 541-0804		
Fax #			
E-Mail Address	planapartymare@aol.com		

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

CERTIFICATION

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

Name of submitting business: Party Up Productions

Electronically signed and certified at the date and time indicated by: Jason Bencivenga [PARTYUP@PARTYUPPRODUCTIONS.COM]

President

Title

10/01/2020 08:00:43 PM

Date

- i) Date of Formation: January 1st, 2005
- ii) President Jason Bencivenga
 26 Hemlock Ave
 Huntington, NY 11743
- iii) President Jason Bencivenga 26 Hemlock Ave Huntington, NY 11743

26 Hemlock Ave Huntington, NY 11743

Vice President - Quinn Bencivenga

- iv) State of Incorporation: New York State
- v) Number of Employees: 19

vi) Annual Revenue: ~\$900,000.00

vii) Summary of relevant accomplishments:

<u>Morgan Stanley Kick-Off</u>: Held annually, we have been providing staging, lighting, sound, microphones, visual (screens & TVs) and pipe & drape for the past three years for this event. <u>Rebel Heart Tour Citi VIP Lounge</u>: Live Nation: Supplied lighting, decor rentals and custom print work on fabric and vinyl for the VIP lounge at MSG for Madonna's Rebel Heart Tour (September 2015).

<u>Make-A-Wish Gala of Wishes 2015 & 2016</u>: For the annual Gala of wishes, this past year was in honor of Nickolina, whose wish was to be a princess for a day. We supplied custom print work (castle backdrop), staging, lighting, sound, photography and live video feed.

<u>Davi Concert - Nassau County:</u> Supplied lighting; street lamps, Bistro lights and general lighting. Along with flags and decor rentals (2013-2016).

<u>Haunted House - Nassau County</u>: For the past three years (2013-2016) have provided production and assisted in design and concept for Nassau County's Haunted. For 2015 & 2016 we transformed Searing house at Old Bethpage Village Restoration into a haunted house. Supplied props, decor lighting and sound effects throughout the Haunted Trail, including special lighting effects. Hired talent; slit walker, actors, and makeup artists. With skilled technicians to control and monitor lights, sound, production and manage upkeep.

<u>Holiday Spectacular - Nassau County:</u> For the past four years (2013) we have provided lighting, sound, staging, pipe & drape and holiday decor for the annual Holiday Spectacular.

JASON BENCIVENGA

631-901-6021 partyup@partyupproductions.com

26 Hemlock Ave, Huntington, NY 11743

Links: www.deccobypartyup.com

www.partyupproductions.com

www.facebook.com/pages/Party-Up-Productions

www.instagram.com/

PROFILE

Business owner with over 20 years of experience in the event and entertainment industry. Expert in all elements of live events and production, including vendor management, lighting, sound, event planning, staffing, custom fabrication and client relations. With a background in art and education.

EXPERIENCE

Business:

Owner, *Decco Event Rentals*, *Deer Park*, NY & Nation Wide — 2010-Present Successfully establish and operate this furniture and decor event company that specializes in custom fabrication and full event production for major corporate events and social functions.

Owner, Party Up Productions, Deer Park,NY – 2001-Present

Successfully establish and operate this entertainment company specializing in providing lighting, music, audio and visual effects for major corporate events and social functions.

Owner & Lighting Designer, Pure Lighting Inc., West Babylon, NY – 2007-2013 Aliquam amet ullamcorper dignissim molestie, mollis. Tortor vitae tortor eros wisi facilisis. Consectetuer arcu ipsum ornare pellentesque vehicula.

Volunteer:

Board of Directors, Secretary, Make-a-Wish Suffolk County (2018-Present)
Rotating Artists Program, Babylon Citizens Council on the Arts (2002-Present)
Art Class Instructor, Paul J. Bellow Elementary School, West Islip, NY (2009)

EDUCATION

City University of New York at Queens College, Flushing, NY Masters in Science in Art, 2010

University of Maryland, College park, MD Bachelor of Arts in Studio Art, 2002

Syracuse University, Syracuse, NY Fine Arts Study Abroad Program, Florence, Italy (1999-2000)

REFERENCES Available upon request

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 Nan		n Bencivenga									
	Date of birth:		2/1979					·····				
	Home addres		emlock Ave									
	City:	Huntingto	n	State/Provin	ice/Territory:	NY	Zip/Postal Code:	11743				
	Country:	ntry: US										
	Business Address: 60 East Jefryn Blvd											
	City:	Deer Park			ce/Territory:	NY	Zip/Postal Code:	11729				
	Country	US		_	,		_					
	Telephone:	631-988-9	9579									
		t addraga(c										
	Other presen	Laddress(e		State/Provin	ce/Territon/:		Zin/Postal Code:	_				
	Country:			State/Province/Territory:								
	Telephone:											
				gen 2183 m.e.n.								
	List of other a	iddresses a	and telephone nu	imbers attached	t							
2.	Desitions have	d in cubmit	ting business and	d starting data a	of aach (chaol		licabla)					
Ζ.	F USILIONS New		and business and	a starting date c	n each (chech	t all app	licable)					
	President		01/01/2005		Treasurer							
	Chairman of	Board			Shareholder							
	Chief Exec. C	Officer		,	Secretary		· · · · · · · · · · · · · · · · · · ·					
	Chief Financi	al Officer			Partner							
	Vice Presider	nt	02/23/2013									
	(Other)											
•	_											
3.	Do you have YES X		nterest in the bus		g the question	nnaire?						
		NO		vide details.			······································					
	Equipment, a	utomobiles	, investments (50	J%)								
4.	Are there any	/ outstandir	ng loans, guarant	tees or any othe	er form of sec	urity or l	ease or any other ty	pe of				
	contribution r	nade in wh	ole or in part betw	ween you and t	he business s	submittin	g the questionnaire?	?				
	YES X	NO		vide details.				· · · · · · · · · · · · · · · · · · ·				
	Business equ	ity from Cit	tibank									

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 X NO If Yes, provide details. NYC Decco, Personnel Inc, Decco Event Rentals 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	Х	NO	If Yes,	provide d	letails.				_
Nassa	u Coun	ty and	friends of Nassa	u County	, for Oktoberfest,	Haunted I	House,	Candle lighting & holiday	1
Specta	acular_								

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 NOX If yes, provide an explanation of the circumstances and corrective actic taken.						

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

taken.	YES [NO	Х	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	X	If yes, provide an explanation of the circumstances and corrective action
taken.		

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 X If yes provide an explanation of the circumstances and corrective action

YES	NO	X	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

9.

	tionnaire.)
ì.	Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
).	Is there any misdemeanor charge pending against you? YES NOX_ If yes, provide an explanation of the circumstances and corrective action taken.
).	Is there any administrative charge pending against you? YES NOX_ If yes, provide an explanation of the circumstances and corrective action taken.
1.	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 NOX If yes, provide an explanation of the circumstances and corrective action taken.
Э.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
•	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NOX 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	Х	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 X 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	X	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 X If yes, provide an explanation of the circumstances and corrective action taken. I, Jason Bencivenga , 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, Jason Bencivenga , 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.

Party Up Productions

Name of submitting business

Electronically signed and certified at the date and time indicated by: Jason Bencivenga [PARTYUP@PARTYUPPRODUCTIONS.COM]

President

Title

10/01/2020 07:52:47 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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1.	Principal Nan	ne: Quini	n Bencivenga							
	Date of birth:	10/01	/1979							
	Home addres	s: 26 He	emlock Ave							
	City:	Huntingto	n	State/Prov	vince/Territory: NY	Zip/Postal Code:	11743			
	Country:	US				··· ··································				
	Business Ado			efryn Blvd	· · · · · · · · · · · · · · · · · · ·		44700			
	City:	Deer Park		State/Prov	vince/Territory: NY	Zip/Postal Code:	11729			
	Country	US								
	Telephone:	631-988-9	1579							
	Other presen	t address(c	<i>be)</i> .							
	City:			State/Prov	/ince/Territory:	Zip/Postal Code:				
	Country:						<u></u>			
	Telephone:									
	· orophonor .									
	List of other a	ddresses a	and telephone nu	umbers attach	ed					
			•							
2.	Positions held	d in submit	ting business an	d starting date	e of each (check all a	applicable)				
	_				-					
	President	- -			_ Treasurer _					
	Chairman of		<u> </u>		_ Shareholder					
	Chief Exec. C				Secretary					
	Chief Financi		00/00/0040		_ Partner					
	Vice Presider	าเ	02/23/2013							
	(Other)									
3.	Do you boyo	an oquity i	atoract in the bus	singes submit	ting the questionnair	<u>_</u> ?	×.			
э.	YES X				ang the questionnair	6:				
		X NO If Yes, provide details. ent, automobiles, investments (50%)								
	Equipment, a	utomobilea	, investments (5	0.70)						
4.	Are there any	/ outstandir	ng loans, guaran	tees or any ot	her form of security	or lease or any other ty	/pe of			
						itting the questionnaire				
	YES X		·	vide details.		-				

- Business equity from Citibank
- 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 X NO If Yes, provide details.

NYC Decco, Personnel Inc, Decco Event Rentals

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	X		NO		If Yes, p	rovide detai	ls.					
Nassa	au Cou	unty	/ and	friends o	of Nassau	County, for	Oktoberfest,	Haunted	House,	Candle light	ing & Holiday	/
Spect	acular	-										

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 debarr	ed by a	ny gove	rnment agency from entering into contracts with that agency?
	YES	NO	X	If yes, provide an explanation of the circumstances and corrective action
	taken.			
Ĩ			-	

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

YES NO	X 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	Х	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 ____ X If yes, provide an explanation of the circumstances and corrective action taken.

Q	Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or
0.	
	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

9.

	NO X If 'Yes', provide details for each such instance. (Provide a detailed response to estions check "Yes". If you need more space, photocopy the appropriate page and attached it to the onnaire.)
1.	Is there any felony charge pending against you? YES NOX_ If yes, provide an explanation of the circumstances and corrective action taken.
).	Is there any misdemeanor charge pending against you? YES NOX_ If yes, provide an explanation of the circumstances and corrective action taken.
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÷.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NOX If yes, provide an explanation of the circumstances and corrective action taken.
	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NOX_ If yes, provide an explanation of the circumstances and corrective action taken.

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YES	NO	Х	lf yes,	, provide an explanation of the circumstances and corrective action taker	۱.

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	Х	If yes,	provide an ex	planation	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	Х	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 X If yes, provide an explanation of the circumstances and corrective action taken.

I, Quinn Bencivenga

, 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, Quinn Bencivenga

, hereby certify that I have read and understand all the

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

CERTIFICATION

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Party Up Productions

Name of submitting business

Electronically signed and certified at the date and time indicated by: Quinn Bencivenga [JBENCIPARTYUP@YAHOO.COM]

Vice President

Title

06/23/2020 03:15:03 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Party up Produc	tions		
Address: 26 Hemlock Ave			
City: Huntington	State/Province/Territory: _	NY Zip/F	Postal Code: <u>11743</u>
Country: US			
2. Entity's Vendor Identification Number:	54-2192082		
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):

First Name	Jason				
Last Name	Bencivenga				
MI		Suffix			
Address	26 Hemlock Ave				
City	Huntington	State/Province/Territory:	NY	Zip/Postal Code:	11743
Country	US				
Position	President				
First Name	Quinn				
Last Name	Bencivenga				
MI		Suffix			
Address	26 Hemlock Ave				
City	Huntington	State/Province/Territory:	NY	Zip/Postal Code:	11743
Country	US				
Position	Vice President				

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section. lf none, explain.

First Name	Jason							
Last Name	Bencivenga							
MI		Suffix						
Address	26 Hemlock Ave							
City	Huntington	State/Province/Territory:	NY	Zip/Postal Code:	11743			
Page 1 of 4								

Country Position	President		
First Name	Quinn		
Last Name	Bencivenga		
MI		Suffix	
Address	26 Hemlock Ave		
City	Huntington	State/Province/Territory: NY	Zip/Postal Code: 11743
Country			
Position	Vice President		

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.

NYC Decco**		
Personnel Inc**		
Decco Event Rentals**		
**Not part of the agreement		

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	Х	
-----	--	----	---	--

(a) Name, title, business address and telephone number of lobbyist(s): None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities. None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State): None

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.

Page 2 of 4

Electronically signed and certified at the date and time indicated by: Jason bencivenga [PARTYUP@PARTYUPPRODUCTIONS.COM]

Dated: 10/01/2020 07:54:46 PM

Title:

President

Page 3 of 4

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "<u>Agreement</u>"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "<u>County</u>"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "<u>Department</u>"), and (<u>ii</u>) Party Up Productions, 26 Hemlock Avenue, Huntington, New York 11743 (the "Contractor").

WITNESSETH:

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

WHEREAS, The County has determined that it requires the services of an Event Production and Development Contractor to assist the Department of Parks, Recreation and Museums in hosting Nassau County Events;

WHEREAS, in connection with this procuring such assistance, the County issued a Request for Proposals #PK0318-2015 on March 18, 2020;

WHEREAS, the County selected the Contractor, based on the view that the Contractor is well-qualified to develop, facilitate, improve and enhance the public use and enjoyment of the Nassau County Events hosted by the Department;

WHEREAS, the services to be performed are within the intent and purview of State Tax Law 1202-q;

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

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

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

1. <u>Term</u>. This Agreement shall commence on November 1, 2020 and shall terminate on October 31, 2025. unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for an additional one (1) two (2) year term on the same terms and conditions as stated herein, subject to the approval of the Department.

1

2. <u>Services</u>. The Contractor shall serve as Event Production and Development Contractor for Events hosted by the Department. The Contractor is responsible to enhance the scheduled calendar of events by creating diverse and creative solutions for all aspects of the program being offered, including equipment rentals, for the benefit and enjoyment of the public.

3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed Fifty thousand dollars (\$50,000.00), per year of the agreement, including any extension or renewal. The Contractor's payment shall include labor rates per Exhibit A and rental fees incurred for the services as outlined in Exhibit A.

(b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payments 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 to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "<u>Comptroller</u>").

(c) <u>Timing of Payment Claims</u>. 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 week.

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

(e) <u>Payments in Connection with Termination or Notice of Termination</u>. 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 Contractors received notice that the County did not desire to receive such services.

4. <u>Independent Contractor</u>. 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 Contractors (a "<u>Contractors Agent</u>"), 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 "<u>Person</u>" 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).

2

5. <u>No Arrears or Default</u>. 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. <u>Compliance With Law</u>. (a) <u>Generally</u>. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) <u>Records Access</u>. The parties acknowledge and agree that all records,

information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

(f) <u>Vendor Code of Ethics</u>. By executing this Agreement, the Contractor hereby certifies and covenants that:

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

participants who have participated in procurements for work performed under this Agreement.

7. <u>Minimum Service Standards</u>. Regardless of whether required by Law:

(a) The Contractor shall 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.

(c) The Contractor agrees to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any information for any purpose, except as may be necessary in the course of the Contractor providing Services under this Agreement.

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

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

(c) Contractor hereby (i) assumes all risk, danger and injury arising out of or in connection with this Agreement and (ii) releases the County, its officers, employees, and agents from and against any and all liabilities, losses, costs, expenses and damages arising out of or in connection with this Agreement. Without limiting the gerality of the foregoing, Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

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(d) 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.

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

9. <u>Insurance</u>. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

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

(c) <u>Delivery: Coverage Change; No Inconsistent Action</u>. 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 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.

10. <u>Assignment: Amendment: Waiver: Subcontracting</u>. 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 "<u>County Executive</u>"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. <u>Termination</u>. (a) <u>Generally</u>. 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 "<u>Cause</u>" 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) <u>By the Contractor</u>. 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 "<u>Commissioner</u>"), 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 Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "<u>Applicable DCE</u>") on the same day that notice is given to the Commissioner.

(c) <u>Contractor Assistance upon Termination</u>. 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.

12. <u>Accounting Procedures: Records</u>. 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 ("<u>Records</u>"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. <u>Limitations on Actions and Special Proceedings Against the County</u>. 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) <u>Notice</u>. 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) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (<u>A</u>) final payment under or the termination of this Agreement, and (<u>B</u>) the accrual of the cause of action, and (<u>ii</u>) the time specified in any other provision of this Agreement.

14. <u>Work Performance Liability</u>. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance 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.

15. <u>Consent to Jurisdiction and Venue: Governing Law</u>. 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 <u>forum non conveniens</u>. 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.

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

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

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

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

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

19. <u>Administrative Service Charge</u>. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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20. <u>Entire Agreement</u>. 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.

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

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

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement.

PARTY UP PRODUCTIONS
Ву:
-
(signature)
Name: Jason Bencivenga
(print name) ()
Title: President
Date: 9/3/2020

NASSAU COUNTY

By:		

Name:_____

Title: <u>County Executive</u>

(or)____Chief Deputy County Executive

(or)____Deputy County Executive

Date:_____

EXECUTE IN BLUE INK

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

On the <u>3rd</u>day of <u>September</u> in the year <u>2000</u> before me personally came and say that he or she resides in the County of <u>September</u>; that he or she is the President of <u>Party UP Productions</u>, the Director described herein and which executed the above instrument; and that he or she signed his or her name thereto.

hadeda NOTARY PUBLIC

ANNA MICHAELIDES NOTARY PUBLIC, State of New York No. 4805850, Suffolk County Commission Expires Aug. 31, 20, 2, 2, 2

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 duly sworn, did depose and said that (s)he resides in ______ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, of the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

EXHIBIT A Services/Price Sheet

<u>Proposal for Theatrical & Concert Production Services & Technical Support</u> <u>Cost Proposal/Price List for Services</u>

Party Up Productions is a full service production and rental company that specializes in custom fabrication. Below is a price list of some of the services we provide, with our years of experience we have both the knowledge and connections to source and provide additional items that may not be listed. For any item or service not listed we can provide an estimate for approval of items/services that Nassau County can approve for productions. We will work hand-in-hand with Nassau County to produce any event from start to finish; walkthroughs, design, layout, sponsors, advertisements, sound check, talent reactions, day of coordination, management, etc. Depending on size of event and items needed we are able to package together rental items and services that Nassau County can approve. Party Up Productions has the experience with all aspects of production, including lighting, sound, live video, digital signage, and sponsorships. We will manage and produce both large and small scale events for the county.

Price List:

Everything in the price list is each item's RENTAL price. For physical rental items these are based on up to a (3) day rental period;

accounting for (1) day - setup, (1) day - event, and (1) day - breakdown.

Extended rentals can be discussed based on item and duration.

For amusement park rides listed, these are based on up to a (4) hour event, additional time will be an additional fee.

All Staff listed has hours/shifts listed. For any additional pre-planning services we can discuss and agree upon a flat or hourly rate prior to those services being executed as needs vary per event/production.

We have an extensive inventory and items that are not listed below, please reach out for any additional need and we will provide a quote for Nassau County to approve.

Category	ltem	Unit Price	Buyers Code	No.	
	Basic Decible Reader	\$75.00	22061	1	
	25' XLR	\$5.00			
	50' XLR	\$10.00	28796	2	
	100' XLR	\$15.00	93977	42	
	25' 1/4"	\$5.00			
	K-12 Speakers	\$75.00			
	Base Bins	\$150.00	80380	6	
	Speaker Stands	\$25.00	84014	12	
	Basic 4-Channel Soundboard	\$125.00	85570 93977	24 43	
Audio	16-Channel Analog Soundboard	\$350.00			
Audio	32-Channel Midas Soundboard	\$500.00		ļ	
	PA System for 50 px	\$525.00			
	PA System for 100 px	\$1,050.00	80320	9	
	PA System for 250 px	\$1,750.00		44	
	PA System for 500 px	\$3,200.00			
	PA System for 1000 px				
	Wireless Handheld Microphone	\$125.00	1 00010	10	
	Wireless Bodypack Microphone	\$175.00	84014 93977	12 45	
	Lucite Podium w/ Gooseneck Mics	\$450.00			
	Audio Engineer - 8hr shift	\$650.00	91506	31	
	Guitar - Fender Statocaster	\$187.50			
	Guitar - Gibson, Les Paul	\$187.50			
	Guitar Amp	\$125.00			
	Drum Set - Tama	\$925.00	58003	3	
	Drum Riser 8x8	\$300.00)		
	Upright Bass w/ pickup	\$275.00)		
Backline	Bass Guitar Amp	\$125.00)		
	YAMAHA MOTIF XF7 KEYBOARD	\$650.00	2		
	YAMAHA P200 CLAVINOVA	\$375.00	2		
	YAMAHA P250 CLAVINOVA	\$565.00	58025	4	
	Keyboard Amp		5		
	Stage Fans	\$25.0	0		
	Backline Technician - 8hr Shift	\$650.0	0 91509	31	

Category	ltem	Unit Price	Buyers Code	No.
	ATEM Video Switcher Rack	\$850.00	84055 84014	13 12
	IMAG - Robocam PTZ 10x Zoom	\$550.00		
	IMAG - Robocam PTZ 20x Zoom	\$650.00		
	Robo Control & Record Rack	\$450.00	91582	36
	Macbook Pro w/ Playback Pro Plus	\$250.00		
	Blackmagic SDI to HDMI Micro Converter	\$50.00		
	50" TV Screen	\$500.00		
	60" TV Screen	\$650.00	84062	14
Live Video	80" TV Screen	\$900.00	84014	12
Production	42" TouchScreen TV	\$1,000.00		
	2500 Lumens HD Projector	\$250.00		
	5k Lumens HD Projector	\$550.00	84076	15
	10k Lumens HD Projector	\$1,000.00		
	6'x8' Projection Screen	\$150.00		
	7'x12' Projection Screen	\$300.00	84076 88043	15 29
	9'x16' Projection Screen	\$600.00		
	Video Engineer - 8hr Shift	\$650.00	91506	31
	RoboCam Operator - 8hr Shift	\$750.00	91506	J
	SourceFour Leko \$			1
	Dimmer Pack	\$50.00		
	Altman Pole & Base	\$75.00		
	LED Uplights	\$45.00		
	Wireless LED Controller	\$250.00		
	Blacklights	\$25.00		
	Water Effect Lights	\$45.00	85550	22
	Fire Effect Lights	\$55.00	85544	17
	Follow Spot	\$700.00	85546 85548	18 19
Lighting	Strobe Lights	\$65.00		20
	H1 (wash)	\$35.00	85553	21 23
	Pin Spot (Magnetic)	\$25.00		
	Chandelier - Black Crystal	\$125.00	-	
·	Chandelier - Clear Crystal	\$125.00	7	
	Street Lamp - Electric	\$125.00	7	
	Street Lamp - Kerosene	\$150.00	4	
	String Lights - White Cord per 150ft*	\$750.00	4	
	String Lights - Black Cord per 150ft* \$750.00			
	Lighting Technician - 8hr Shift	\$650.00	91506	31

Category	ltem	Unit Price	Buyers Code	No.
	TRUSSING: 8ft Global Truss	\$35.00		
	TRUSSING: 6ft Global Truss	\$35.00		
	TRUSSING: 4ft Global Truss	\$30.00	0000	
	TRUSSING: 2ft Global Truss	\$25.00	85580	25
	TRUSSING: Junction Blocks	\$25.00		
	TRUSSING: Baseplates	\$20.00		
	4'x4' Stage Decks	\$75.00		
	8'x12' Stage	\$450.00		
	12'x20' Stage	\$900.00	85581	27
	Stair Unit	\$75.00		
	Hedge Walls 4'x7.5'	\$250.00		
	Production Flats - Basic Wall per Sq FT*	\$15.00		
	Production Flats - Finished Wall per Sq	\$25.00	96173	46
	Production Flats - Wall Returns	\$200.00		
	25lb Sandbags	\$20.00		
	Stanchions w/ Ropes	\$35.00		
	Giant Mushrooms	\$295.00		
	18"x18" Astro Turf Ottoman	\$35.00		
	30"x30" Astro Turf Ottmans	\$95.00		
Stage Production	Wood Picnic Table	\$75.00		46
Rentals	Chandelier - Black Crystal	\$125.00		
	Chandelier - Clear Crystal	\$125.00		
	Street Lamp - Electric	\$125.00		
	Street Lamp - Kerosene	\$150.00		
	Vanity Mirrors	\$75.00	98174	
	Director's Chair - Iow	\$25.00		53
	Director's Chair - High	\$35.00		
	 We have a full inventory of furniture, decor, work, etc. Including but not limited to; Furniture - multiple styles and collections sofas, benches, armchairs, ottomans, b tables, chairs, stools, bars, backbars, sl cocktail tables, etc. Holliday Decor - twinkle lights, trees, gian artificial snow, snow machines, giant nu Halloween Decor - animatronics, custom clowns, spiderwebbing, coffins, body pr camouflage webbing, etc. Carnival/Circus - carnival booths, carnival signage, directional sign post, maze. Additional Theme Decor - Alice in Wonde Wonka, Nautical, Moroccan, Beach, Ru Roaring 20's/Gatsby, Hollywood, Hocke Oktoberfest, Western. 	96173	46	

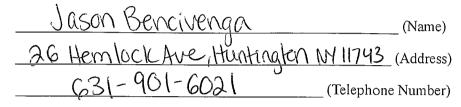
Category	ltem	Unit Price	Buyers Code	No,
	Uprights (7'-12') w/ Baseplate&pin	\$20.00		
	Uprights (10'-18') w/ Baseplate&pin	\$25.00		
Curtains,	Uprights (12'-22') w/ Baseplate&pin	\$25.00		
Cycloramas,	Crossbars (6'-10')	\$7.50	85522	16
Draperies, Drops,	Banjo Drape up to 12ft height (per panel)	\$6.00		
etc.	Banjo Drape up to 18ft height (per panel)	\$8.00		
	Velour Drape up to 12ft height (per panel)	\$16.50		
	Velour Drape up to 18ft height (per panel)	\$22.00	CALLO INTERNAL CONTRACTOR OF CONTRACTOR	
	Kiddie Ferris Wheel*	\$1,500.00		
	5 Horse Carousel*	\$1,500.00		
	Trackelss Train*	\$1,275.00		
	Trackless Fire Truck*	\$1,275.00		
	Hydraulic Rockwall*	\$2,475.00		
	Turbo Tubs* \$2,050.00			
Amusement Park Rides	Little Swing Ride*	\$1,650.00		52
Rides	Gravitron*	\$12,000.00		
	Large Gondola Wheel*	\$15,750.00		
	Large Carousel*	\$11,250.00		
	Fun Slide*	\$6,750.00		
	*Delivery and power not included in pricing, Deliver determined based on location. Additional insurance required as well for an additional fee			
	Audio Engineer - 8hr shift	\$650.00		
	Backline Technician - 8hr Shift	\$650.00)	
	Lighting Technician - 8hr Shift	\$650.00	91506	31
	Video Engineer - 8hr Shift	\$650.00		
Staffing	RoboCam Operator - 8hr Shift			
	General Labor - per hour	\$40.00	\$40.00	
	Carpenters - per hour	\$80,00	96234	47
	Day of Coordinator - per day	\$1,000.00		- T
	Stage Manager - per day	\$1,000.00]	<u></u>
Trucking/Delivery	17 FT Box Truck	\$350.00		

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:



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

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

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

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

<u>9|3|2020</u>

Signature of Chief Executive Officer Name of Chief Execut

Sworn to before me this

3rd day of <u>September2020</u>. Anna Michaeleda

Notary Public

ANNA MICHAELIDES NOTARY PUBLIC, State of New York No. 4805850, Suffolk County Commission Expires Aug. 31, 20,22

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:

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

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

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

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

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers. (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

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

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Womenowned 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.

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

As used in this Appendix 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 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 Contractors. 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
- 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.

Documentation

- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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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).													
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2019

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