



## Contract Details

SERVICES: Outside counsel

NIFS ID #: CLAT16000033 NIFS Entry Date: 10/04/2016 Term: February 20, 2014 - February 19, 2017

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

## Agency Information

Vendor		County Department	
Name Montfort, Healy, McGuire & Salley LLP	Vendor ID# 112105183	Department Contact Jaclyn Delle	
Address 840 Franklin Avenue P.O. Box 7677 Garden City, NY 11530	Contact Person Michael J. Boranian, Esq.	Address 1 West St. Mineola, New York 11501	
	Phone (516) 747-4082	Phone (516) 571-3034	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		COO Hesk	
10/7/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	10/7/16	Marl Vito	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
10/18/16	County Attorney	CA RE&I Verification <input type="checkbox"/>	10/18/16	A. Amato	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	10/19/16	Jaclyn Delle	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs			
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
10/31/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	10/31/16	COO Hesk	

E-920-12



## Contract Summary

<b>Description:</b> Amendment #1 to outside counsel contract
<b>Purpose:</b> This is an amendment to exercise two (2) one (1) year options to renew an outside counsel contract, pursuant to the terms and conditions of the original agreement. The contract is to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified, listed in Appendix A of the original agreement. Counsel was assigned the following case: Wiseallah Isaac Hightower v. County of Nassau, Nassau County Sheriff's Department, Index Number 07-004046.
<b>Method of Procurement:</b> Contract amendment, see procurement history below.
<b>Procurement History:</b> A Request for Qualification was issued and a panel of qualified law firms established. Montfort, Healy, McGuire & Salley LLP was added to this panel, and qualified in the areas of Torts; Commercial Litigation; Construction Litigation; Appellate Practice; Commercial Transactions; Environmental Law; and 1983 Federal Civil Rights Actions. The firm was assigned the case provided above after a review of the panel, based on the firm's experience expertise in the subject matters, and availability.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> 0.01
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0.01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>10/31/16</i>
Date	Date	(For Office Use Only)
		<b>E #:</b>





## Nassau County Interim Finance Authority

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

1. Vendor: Montfort, Healy, McGuire & Salley LLP (CLAT16000033)

2. Dollar amount requiring NIFA approval: \$ 0.00

Amount to be encumbered: \$ 0.01

This is a      New Contract      Advisement ☒ Amendment

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

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

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

3. Contract Term: 2/20/14-2/19/17

Has work or services on this contract commenced? ☒ Yes      No

If yes, please explain: Work continued due to nature of the litigation assigned to Counsel.

4. Funding Source:

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

Is the cash available for the full amount of the contract? ☒ Yes      No  
If not, will it require a future borrowing?      Yes      No

Has the County Legislature approved the borrowing?      Yes      No ☒ N/A

Has NIFA approved the borrowing for this contract?      Yes      No ☒ N/A

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

This is a new outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designees, within the following areas of law in which the Department has determined Counsel to be qualified: Torts; Commercial Litigation; Construction Litigation; Appellate Practice; Commercial Transactions; Environmental Law; 1983 Federal Civil Rights Actions. As of the commencement of this agreement, Counsel had been assigned the following case: Wiseallah Isaac Hightower v. County of Nassau, Nassau County Sheriff's Department, Index Number 07-004046.

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

Nassau County Attorney as to form      Yes      No      N/A  
Nassau County Committee and/or Legislature      Yes      No      N/A

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:

CQAT16000012, \$125,000



## AUTHORIZATION

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

Roseanne Miller 10/14/16  
Signature Title Date

\_\_\_\_\_  
Print Name

## 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

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

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

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

**NIFA reserves the right to request additional information as needed.**





RULES RESOLUTION NO.    – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND  
MONTFORT, HEALY, MCGUIRE & SALLEY LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Montfort, Healy, McGuire & Salley LLP to provide legal services, 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 authorize the County Executive to execute the said amendment to an agreement with Montfort, Healy, McGuire & Salley LLP



George Maragos  
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: Montfort, Healy, McGuire & Salley LLP  
(CLAT16000033)

CONTRACTOR ADDRESS: 840 Franklin Avenue, Garden City, NY 11530

FEDERAL TAX ID #: 112105183

---

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

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

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

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

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



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

The contract was originally executed by Nassau County on May 7, 2014. 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 a Request for Qualification was issued and a panel of qualified law firms established. Montfort, Healy, McGuire & Salley LLP was added to this panel, and qualified in the areas of Torts; Commercial Litigation; Construction Litigation; Appellate Practice; Commercial Transactions; Environmental Law; and 1983 Federal Civil Rights Actions. The firm was assigned the case provided above after a review of the panel, based on the firm's experience expertise in the subject matters, and availability.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.



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

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

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

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

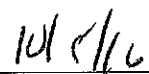
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.  
Compt. form Pers./Prof. Services Contracts: Rev. 03/16







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? If yes, to what campaign committee?

None

---

---

---

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.

Dated: August 25, 2016

Vendor: Montfort, Healy, McGuire & Sallee, LLP

Signed: [Signature]

Print Name: Michael J. Boranian

Title: Partner



**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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.**

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

1. Principal Name Donald S. Neumann, Jr.  
 Date of birth 5/19/47  
 Home address 71 Long Drive  
 City/state/zip Hempstead, NY 11550  
 Business address 840 Franklin Avenue, P.O. Box 7677  
 City/state/zip Garden City, NY 11530-7677  
 Telephone 516 747-4042  
 Other present address(es) \_\_\_\_\_  
 City/state/zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
 President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner ☒ \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
 NO \_\_\_\_ YES ☒ If Yes, provide details: 19%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES \_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES \_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes, provide details.



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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO
- Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.



9. 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. 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? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation:
11. 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? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.
12. 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.





**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Donald S. Neumann Jr., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2<sup>nd</sup> day of May 2016

Janet Sokol  
Notary Public

JANET SOKOL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SO6255664  
Qualified in Nassau County  
My Commission Expires February 06, 2020

Montfort, Healy, McGuire & Salley LLP  
Name of submitting business

Donald S. Neumann, Jr.  
Print name

Donald S. Neumann Jr.  
Signature

Managing Partner  
Title

4 / 19 / 16  
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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.**

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

1. Principal Name MICHAEL A. SARANOWICZ  
 Date of birth 10 / 1 / 52  
 Home address 4077 EXPRESS DR. W.  
 City/state/zip ROCKY HILL CT 06764  
 Business address 840 FRANKLIN AVE  
 City/state/zip GARDEN CITY NY 11530  
 Telephone 516-747-4082  
 Other present address(es) 3246 MEADOW RUN DR.  
 City/state/zip VENICE, FL. 34293  
 Telephone 516-768-7594  
 List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)  
 President    /    /    Treasurer    /    /     
 Chairman of Board    /    /    Shareholder    /    /     
 Chief Exec. Officer    /    /    Secretary    /    /     
 Chief Financial Officer    /    /    Partner    /    /    ☒  
 Vice President    /    /       /    /     
 (Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
 NO    YES    ☒ If Yes, provide details: 100%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO    YES    ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO    YES    ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO    YES    ☒ If Yes, provide details.



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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) *NEITHER I NOR ANY BUSINESS OR ORGANIZATION WITH WHICH I'VE BEEN AFFILIATED HAS EVER FILED FOR BANKRUPTCY.*
- Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.



9. 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. 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? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.
11. 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? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.
12. 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.





**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, MICHAEL A. BARANOWICZ, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18 day of APRIL 2016

Janet Sokol  
Notary Public

JANET SOKOL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01506255664  
Qualified in Nassau County  
My Commission Expires February 06, 2020

Mont Fort, Healy, McGuire & Salley LLP  
Name of submitting business

Michael A. Baranowicz  
Print name

Michael A. Baranowicz  
Signature

Partner  
Title

4, 18, 16  
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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name James Michael Murphy  
 Date of birth 9 / 16 / 57  
 Home address 1747 Roland Ave  
 City/state/zip Wantagh, NY 11793  
 Business address 840 Franklin Ave, PO Box 7677  
 City/state/zip Garden City, NY 11530  
 Telephone (516) 747-4082 x 1810  
 Other present address(es) none  
 City/state/zip none  
 Telephone cell (516) 524-4007  
 List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
 President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Other) Sr. Partner
3. Do you have an equity interest in the business submitting the questionnaire?  
 NO \_\_\_\_ YES ☒ If Yes, provide details: Equity Partner
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES \_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES \_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes, provide details.



NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.



9. 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. 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? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.
11. 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? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.
12. 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.





**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, James Michael Murphy, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of April 2016

Jillian Martino  
Notary Public

JILLIAN MARTINO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA6103996  
Qualified in Nassau County  
My Commission Expires January 12, 2020

Montfort, Healy, McGuire & Salley, LLC  
Name of submitting business

James Michael Murphy  
Print name

James Michael Murphy  
Signature

Sr. Partner  
Title

4 / 19 / 2016  
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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name Christopher T. Cafaro  
 Date of birth 08/08/1963  
 Home address 2 Fairmount Blvd  
 City/state/zip Garden City, NY 11530  
 Business address 840 Franklin Avenue, R.O. Box 7677  
 City/state/zip Garden City, NY 11530-7677  
 Telephone 516 747-4082  
 Other present address(es) \_\_\_\_\_  
 City/state/zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
 President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner ☒ \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
 NO \_\_\_\_ YES ☒ If Yes, provide details: 17%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES \_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES \_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes, provide details.



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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
  - a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
  - a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.



9. 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. 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? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.
11. 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? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.
12. 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.





**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Christopher T. Cafaro, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2<sup>nd</sup> day of May 2016

Janet Sokol  
Notary Public

JANET SOKOL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01506255664  
Qualified in Nassau County  
My Commission Expires February 06, 2020

Montfort, Healy, McGuire & Scully LLP  
Name of submitting business

Christopher T. Cafaro  
Print name

Christopher T. Cafaro  
Signature

Partner  
Title

05 / 02 / 16  
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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name Jeffrey D. Present  
 Date of birth 05/08/1962  
 Home address 103 Michelle Drive  
 City/state/zip Jericho, NY 11753  
 Business address 840 Franklin Avenue, P.O. Box 7627  
 City/state/zip Garden City, NY 11530-7627  
 Telephone 516 747-4082  
 Other present address(es) \_\_\_\_\_  
 City/state/zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
 President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner ☒ \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
 NO \_\_\_\_ YES ☒ If Yes, provide details: 17%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES \_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES \_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes, provide details.



**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
  - a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
  - a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.



9. 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. 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? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.
11. 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? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.
12. 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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.





**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey O. Present, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3<sup>rd</sup> day of May 2016

Janet Sokol

Notary Public

JANET SOKOL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SO6255664  
Qualified in Nassau County  
My Commission Expires February 06, 2020

Montfort, Healy, McGuire & Salley LLP  
Name of submitting business

Jeffrey O. Present

Print name

[Signature]  
Signature

Partner  
Title

5, 3, 2016.  
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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.**

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

1. Principal Name Michael J. Boranian  
 Date of birth 4 / 27 / 1960  
 Home address 33 Kennedy Avenue  
 City/state/zip Rockville Centre, New York 11570  
 Business address 840 Franklin Avenue  
 City/state/zip Garden City, New York 11530  
 Telephone 516-747-4082  
 Other present address(es) None  
 City/state/zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 List of other addresses and telephone numbers attached \_\_\_\_\_

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

President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 1 / 1 / 2011  
 Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
 NO \_\_\_\_ YES X If Yes, provide details: equity partner
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES \_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES \_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES \_\_\_\_ If Yes, provide details.



**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
  - 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? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES \_\_\_\_ If Yes, provide details for each such occurrence.



9. 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? NO X YES \_\_\_\_ If Yes, provide details for each such investigation.
10. 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? NO X YES \_\_\_\_ If Yes; provide details for each such investigation.
11. 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? NO X YES \_\_\_\_ If Yes; provide details for each such instance.
12. 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? NO X YES \_\_\_\_ If Yes, provide details for each such year.





**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael J. Boranian, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20 day of April 2016

  
Notary Public

MARY MASONE  
Notary Public, State of New York  
No. 01MA4800814  
Qualified in Nassau County  
Commission Expires November 30, 2017

Montfort, Healy, McGuire & Salley LLP

Name of submitting business

Michael J. Boranian

Print name



Signature

Partner

Title

4 / 20 / 2016  
Date



**Business History Form**

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: April 28, 2016

1) Bidder's/Proposer's Legal Name: Montfort, Healy, McGuire & Salley LLP

2) Address of Place of Business: 840 Franklin Avenue, P.O. Box 7677, Garden City, NY

List all other business addresses used within last five years:

11530-7677

None

3) Mailing Address (if different): \_\_\_\_\_

Phone : 516-747-4082

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 064725575

5) Federal I.D. Number: 11-2105183

6) The bidder/proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_  
Corporation x Other (Describe) Limited Liability Partnership

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes \_\_\_\_\_ No x If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_\_\_ No x 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, provide details: \_\_\_\_\_

10) Has the bidder/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). \_\_\_\_\_



- 11) Has the bidder/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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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 x If Yes, provide details for each such investigation. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No x Yes \_\_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b) Any misdemeanor charge pending? No x Yes \_\_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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? No x Yes \_\_\_\_ If Yes, provide details for each such conviction \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No x Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No x Yes \_\_\_\_ If Yes, provide details for each such



occurrence. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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? No x Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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? No x Yes \_\_\_\_ 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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 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. our computer software program (Prolaw) checks for potential conflicts on all new cases. In addition, all partners are notified of every new assignment to ensure that no conflict exists.





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

Should the bidder/proposer be other than an individual, the bid/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;
- iii) Name, address and position of all officers and directors of the company;
- 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.

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

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Incorporated Village of Freeport

Contact Person Mayor Robert T. Kennedy

Address 46 North Ocean Avenue

City/State Freeport, NY 11520

Telephone 516-377-2252

Fax # 516-377-2323

E-Mail Address Freeportmail1@Freeportny.gov

\_\_\_\_\_



Company Winthrop University Hospital  
Contact Person Bruce M. Cohn, Esq., Vice President  
Risk Management and Insurance Services  
Address 200 Old Country Road Suite 310  
City/State Mineola, NY 11501  
Telephone 516-663-2206  
Fax # 516-294-5326  
E-Mail Address BCohn@Winthrop.org

---

Company Sedgwick Claims Management Services, Inc.  
Contact Person Camille Lightcap, Litigation Claims Manager  
Address 3 Huntington Quadrangle South Wing  
City/State Melville, NY 11747  
Telephone 631-768-1264  
Fax # 631-768-1271  
E-Mail Address \_\_\_\_\_

- E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.



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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Donald S. Neumann, Jr., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28th day of April 2016

Janet Sokol  
Notary Public

JANET SOKOL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SO6255664  
Qualified In Nassau County  
My Commission Expires February 06, 2020

Name of submitting business: Montfort, Healy, McGuire & Salley LLP

By: Donald S. Neumann, Jr. Print

Donald S. Neumann, Jr.  
name  
Signature

Managing Partner  
Title

04 / 28 / 2016 Date



## **1) Service summary**

Established in 1950 and committed to the principles of honesty, integrity and communication, Montfort, Healy has earned an outstanding reputation in metropolitan New York for the competent and ethical practice of law. Our goal is to contribute to our clients' success by providing effective, efficient, and expeditious legal representation.

While every client will invariably have special requirements, most share common goals in the defense of personal injury litigation: early analysis; prompt reporting; efficient representation; quick resolution of claims; and results.

Under our proposal:

- Every case will be assigned to a partner with special expertise in the area of law involved.
- Every assignment received after service of the summons and complaint will be analyzed by the partner in charge to determine the extent of necessary pre-trial discovery.
- A litigation plan of action outlining pre-trial proceedings will be provided at the outset of litigation.
- We will neither engage in needless motion practice nor will we routinely exhaust every available discovery tool. We recognize that the degree of discovery necessary depends in large part upon the severity and complexity of each claim. Our goal is to avoid protracted litigation wherever possible.
- Each case will be treated individually in order to control the expense of discovery proceedings without compromising the defense of the action. You will be made aware of the defense planned for each action well in advance and will have the opportunity to review and discuss the plan with us before its implementation.
- Every effort will be made to force the early resolution of all pending lawsuits. A significant number of claims can be dismissed on motion before substantial discovery has been conducted. Dispositive motions of this nature will be prepared only with your prior knowledge and consent.





Many years of experience in the personal injury defense field have taught us that there is no single-predefined approach to defense strategy that will satisfy every client. Our intent is to listen to you in order to learn what we can do to meet your needs going forward. We recognize that discovering your needs is a continuing process and constitutes the first and most vital step in providing the services that you require.

## **2) Partners of the Firm**

**Donald S. Neumann, Jr.** was admitted to the Bar in New York State in 1974 and began his career with Montfort, Healy, McGuire & Salley in the same year. Initially, he focused exclusively in trial practice, gaining a broad range of experience in automobile, premises, municipal, medical malpractice, and product liability. He was also responsible for any question of insurance coverage that arose during the course of litigation.

Beginning in 1980, his practice concentrated primarily in medical malpractice defense. His specialties included vascular and bypass surgery, general surgery, and infectious diseases. He managed a caseload of approximately eighty cases, the majority of which were resolved by discontinuance or dismissal prior to or during trial.

As an example, in the case of *Meath v. Mishrick*, 68 N.Y. 2d 922 (N.Y. 1986), the Court of Appeals, the highest appellate court in New York, affirmed the dismissal of the complaint and held, as a matter of first impression, that in the absence of an agency or other relevant relationship between a pathologist and the patient's treating physician, or of a continuing relationship between a pathologist and the patient, the continuous treatment of the patient by an attending physician does not extend the statute of limitations against either the hospital pathologist, who misread the biopsy of the patient, or the hospital.

In 1988, Mr. Neumann replaced Edward M. Salley, Jr. as the managing partner of Montfort, Healy, McGuire & Salley. In addition to overseeing the internal operations of the firm, Mr. Neumann continued in the active practice of law.

Since 1998, he has headed the firm's insurance and appellate law departments. The more than 100 cases he has argued cover a broad cross section of law, including: insurance coverage; labor law; medical malpractice; premises liability;



automobile and no-fault law; municipal and police liability; and intentional torts.

Mr. Neumann is also the system administrator of the firm's computer network, which he designed and developed. Most recently, he oversaw the conversion of more than ten years of data from a Unix to a Windows format necessary for the implementation of state-of-the-art case management software.

**Admitted:** Massachusetts (1973); New York (1974); United States District Court for the Southern District of New York (1975); United States District Court for the Eastern District of New York (1975); United States Court of Appeals for the Second Circuit (2003).

**Associations:** Member: Nassau County, New York State and American Bar Associations; Nassau-Suffolk Trial Lawyers Association.

**Languages:** French

**Educated:** Colby College (BA, 1969); Northeastern University (JD, 1972)

**Born:** Huntington, N.Y., May 19, 1947

**ISLN:** 904182208

*References available upon request.*

**Michael A. Baranowicz** was admitted to the New York State Bar in 1978. He has a wide range of experience in all aspects of personal injury defense with particular emphasis in the areas of products liability, construction litigation and public utility defense in the gas and electric fields. Mr. Baranowicz has successfully defended cases in such diverse areas as gas explosions, playground manufacturing apparatus, libel and slander, falls from elevated heights, and environmental exposure to PCB's, chlordane, urea formaldehyde and toluene. Mr. Baranowicz heads the utility, construction and products liability departments within the office.

**Admitted:** 1977, Virginia; 1978, New York and U.S. District Court, Southern and Eastern Districts of New York.

**Associations:** Member: Nassau County and New York Bar Associations; Nassau-Suffolk Trial Lawyers Association.

**Educated:** St. John's University (Magna Cum Laude B.A. 1974; recipient of



Silver Key in Political Science given to the outstanding undergraduate in the department 1973); College of William & Mary (J.D., 1977).

**Born:** Queens Village, New York, October 1, 1952.

**ISLN:** 909265630

*References available upon request.*

**James Michael Murphy** was admitted to the New York State Bar in 1983. Jim has been a partner at Montfort, Healy, McGuire & Salley since 1993. He specializes in negligence, insurance, products liability, municipal liability and has extensive experience in Federal Court matters arising under 42 U.S.C. Sections 1981, 1983 and 1986. Jim has handled a wide range of matters, including police liability, employment discrimination, contract actions, claims involving public utilities and insurance matters. Jim has tried a broad variety of cases to verdict in both the State and Federal Courts. Jim taught an accredited CLE program at Hofstra University School of Law entitled "Liability Issues in Automobile Cases." He has also lectured at various seminars for his clients and risk managers.

**Admitted:** 1983, New York; 1984, Florida, U.S. District, Southern and Eastern Districts of New York.

**Educated:** State University of New York at Oswego (B.A. cum laude, 1979); West London Institute, London, England; Albany Law School of Union University (J.D., cum laude, 1982).

**Associations:** Albany Law School of Union University Law Review, 1981-1982; The Justinian Society; Who's Who Among Students in American Universities and Colleges, 1978-1979; New York State Bar Association; The Florida Bar; Director, Nassau-Suffolk Trial Lawyers 2009 to present; Nassau County Bar Association; Nassau County Republican Committeemen 1983-2009; Wantagh Republican Club President, 1988-1989; Kiwanis Club of Wantagh, Distinguished Secretary, 1986-1989; Wantagh Public Library Board of Trustees, 1987-1991; St. Frances de Chantal C.Y.O. Board 1996-2010, C.Y.O. Track Coordinator 1994-2009 and Coach; P.A.L. Soccer Coach 1996-2004.

**Born:** New York, New York, September 16, 1957.



***References available upon request.***

**Christopher T. Cafaro** was admitted to the New York State Bar in 1989. He has extensive experience as a trial practitioner. His areas of specialization include construction and Labor Law. He has successfully litigated complex Labor Law cases involving contractual indemnification, antissubrogation and coverage issues on cases involving catastrophic injuries. He also has specialization in complex tort litigation, including, municipal liability, products liability, medical and dental malpractice, premises liability and automobile litigation.

**Admitted:** 1989, New York and U.S. District Court, Northern District of New York; 1991, U.S. District Court, Eastern and Southern Districts of New York; past Chairman of Nassau-Suffolk Trial Lawyers; member of Grievance Committee for 10<sup>th</sup> Judicial District of County of Nassau; speaker with New York State Bar Association, Trial Lawyers Section; selected for 2012 New York Super Lawyers.

**Associations:** Member of Moot Court Board. Law Clerk, U.S. Department of Justice, U.S. Attorney's Office, Northern District Of New York, 1987-1988.

**Member:** Nassau County and New York State Bar Associations.

**Educated:** University of Hartford; College of the Holy Cross (B.A., 1985); Syracuse University College of Law (J.D., 1988)

**Born:** Nassau, L.I., August 8, 1963

**ISLN:** 908611605

***References available upon request.***

**Jeffrey D. Present** joined the firm in 1987, and has represented a variety of Insurance Companies in declaratory judgment actions (both as a plaintiff and defendant) at the New York Trial and Appellate levels, as well as in the United States District Court. Jeffrey has tried cases in almost every county in the First and Second Judicial Departments, primarily involving automobile accident and premises liability actions.





In addition to presenting seminars to Insurance Company personnel and claims managers on the issues of arbitration, insurance coverage and defense of tort litigation, Jeffrey has conducted CLE (Continuing Legal Education) program at Hofstra University School of Law entitled "Liability Issues in Automobile Cases", pursuant to recently enacted requirements for the continuing education of attorneys admitted to practice in New York.

**Admitted:** 1988, New York and U.S. District Court, Southern and Eastern Districts of N.Y; 2005, Appointed Arbitrator to Long Island, New York Panel Arbitration Forum.

**Associations:** Phi Alpha Theta. Member: New York State Bar Association; Director, Nassau-Suffolk Trial Lawyers.

**Educated:** Queens College of the City University of New York (B.A., 1984); Pace University School of Law (J.D., 1987)

**Awards:** GEICO Leadership Award, 1999; Young Lawyers Award, New York State Bar Association; Torts, Insurance and Compensation Law Section, 2000.

**Born:** Whitestone, New York, May 8, 1962

**ISLN:** 904321201

*References available upon request.*

**Michael J. Boranian** was admitted to practice law in New York and New Jersey since 1989. He joined Montfort, Healy, McGuire & Salley in 2005 and has been a partner since 2009. Mr. Boranian began his career as a trial attorney with Schiavetti, Devito, Begos & Nicholson in Manhattan and thereafter was a Partner in the Law Offices of Charles X. Connick, PLLC., for 11 years. Over the course of his career, Mr. Boranian has tried and litigated matters of significant exposure in all areas of personal injury law, including hospital and medical malpractice, premises liability, product liability, labor law and municipal liability. Mr. Boranian's experience includes representing both individual physicians and institutional clients. He has successfully defended doctors in cases against both former patients and corporate adversaries. Mr. Boranian has also successfully



defended cases involving claims of product defect, product misuse and dental malpractice.

**Admitted:** New York State Bar in 1989, New Jersey State Bar in 1989.

**Educated:** Queens College of the City University of New York (B.A. 1983)  
Brooklyn Law School (J.D. 1988)

**Associations:** Nassau County Bar Association, Armenian Bar Association; St. Agnes CYO, Rockville Centre, New York, Holy Cross Alumni Association and Rockville Centre Little League.

**Born:** Flushing, New York, April 27, 1960.

*References available upon request.*

### **3) Associates of the Firm**

**Susan H. Dempsey**

**Admitted:** 1979, New York; 1982, U.S. District Court, Southern and Eastern Districts of New York; 1984, U.S. District Court, Northern District of New York; 1985, Pennsylvania

**Educated:** Bucknell University (B.A., cum laude, 1975); Hofstra University School of Law (J.D., 1978)

**Associations:** Member: Rockland County and New York State Bar Associations; New York State Trial Lawyers Association

**Born:** Wilkes-Barre, PA, June 20, 1953

**ISLN:** 907915575

*References available upon request.*

**John W. Persons** was admitted to the New York State Bar in 1981. He has extensive experience in civil litigation. His areas of specialization include automobile litigation, premises liability, municipal liability, products liability and



medical malpractice.

**Admitted:** 1981, New York and United States District Court, Northern District of New York; 1985, U.S. District Court, Eastern District of New York.

**Educated:** University of Connecticut (B.A. Magna Cum Laude with Honors, 1975) (M.A. 1977); Albany Law School (J.D. 1980)

**Associations:** Member of Suffolk County and New York State Bar Association.

**Born:** Fitchburg, MA, December 6, 1953.

*References available upon request.*

**Hugh J. Larkin** was admitted to the New York State Bar in 1996, after graduating from St. John's University School of Law in May, 1995. His practice experience includes a position as associate attorney in a general practice firm handling personal injury, medical malpractice, matrimonial, commercial, and criminal matters. In 1998, Mr. Larkin moved to a defense firm in Merrick, Long Island. Hugh's practice there focused primarily on tort litigation and representation of major public authorities and municipalities on Long Island, together with individual representation of persons covered by major national and regional insurance carriers. Hugh's experience includes all phases of trial and appellate practice in the greater New York City and Long Island area. During his secondary education and law school education, Mr. Larkin held positions with the Bronx County District Attorney as well as with the Honorable David Bruce Vaughn in Kings County Supreme Court, Criminal Division. He was also employed by the New York Stock Exchange Enforcement Division and participated in the investigation of Joseph Jett and Kidder Peabody. In the summer of 2005, Mr. Larkin accepted a position at Montfort, Healy, McGuire & Salley, focusing on tort litigation and trial practice in the defense of negligence claims, including personal injury due to motor vehicle and property claims.

**Admitted:** New York State Bar 1996 United States District Court, Eastern District 1997

**Educated:** Education: Fordham University (B.A. Philosophy 1984) St. John's University School of Law (J.D. 1995)



**Associations:** Suffolk County Bar Association

**Born:** Manhattan, New York, November 1, 1962.

**Outside Interests:** Mr. Larkin is an avid downhill skier. His other outside interests include racing sailboats on the south shore of Long Island from the spring through late autumn with the South Bay Cruising Club.

*References available upon request.*

**Michael K. Chin** has been admitted to practice law in New York since 1994. He joined Montfort, Healy, McGuire & Salley in 2008. Mr. Chin began his career as an associate and later trial attorney with a commercial litigation firm and was later associated with a prominent Manhattan based firm where he specialized in the representation of both physicians and healthcare institutions in medical malpractice litigation.

During his career, Mr. Chin has tried and litigated matters in many areas of products liability, premises liability, commercial litigation, and representation of physicians and medical institutions. Mr. Chin has successfully defended corporate entities, physicians, medical institutions, and building owners during mediations as well as jury trials. Mr. Chin has also drafted and argued appeals before the Appellate Division of the State of New York.

**Admitted:** New York State Bar in 1994; Federal District Court for the Southern and Eastern Districts of New York in 1994.

**Education:** St. John's University; Hofstra University School of Law.

**Associations:** President, Church Council, St. John's Evangelical Lutheran Church.

*References available upon request.*

**Robert J. Pape, Jr.** was admitted to practice law in New York in 1983. He joined Montfort, Healy, McGuire & Salley as a senior associate in July of 2010. Mr. Pape began his career as a Deputy County Attorney for the County of Nassau in 1983 and during the course of his career as a trial attorney has worked for several





insurance carriers including General Accident, Royal and Sun Alliance and One Beacon Insurance. During that time he has defended municipal, corporate and private individuals in litigation involving premises liability, wrongful death, municipal liability, automobile liability and labor law liability. Mr. Pape has been successful in resolving litigation through jury trial, mediation, arbitration and motion practice.

Mr. Pape was honored to serve his community for 13 years as a Village Justice and as Acting Village Justice for the Village of Stewart Manor. In addition, Mr. Pape has been the Village Attorney for the Village of South Floral Park for the past 25 years.

**Admitted:** New York State Bar 1983; U.S. District Court Eastern District of New York, 1985; U.S. District Court Southern District of New York, 1985.

**Education:** Albany Law School Union University, Albany, New York J.D., 1982; Adelphi University, Garden City, New York B.A., 1979.

*References available upon request.*

#### **4) Qualifications of the Firm**

**Law firm overview with focus on attorneys who will work on County matters.**

Most important in our proposal is the selection of the attorneys who will work on your matters. While we believe that the blended rate for legal services of \$225/hr we offer is extremely reasonable, an hourly rate will produce cost savings only when the attorney assigned has the expertise needed to work efficiently. Because of the broad range of expertise our attorneys possess, we can assign a specialist in the appropriate field of law to represent you in every case you assign to us. References for all of our attorneys are available upon request.

**Michael A. Baranowicz, Christopher T. Cafaro and James M. Murphy** have defended construction accident claims brought under the New York State Labor Law throughout their careers, and will be assigned to all cases where the County, as owner, is charged with a violation of Labor Law §§240 and 241. Mr. Baranowicz was successful in the Court of Appeals in a case involving Labor Law



§ 240(1) (see *Toefer v Long Island R.R.*, 4 NY3d 399).

*Mr. Baranowicz, Mr. Cafaro and Mr. Murphy have defended Nassau County in the past in numerous actions alleging negligent road construction and design. They have, in addition, defended several villages in actions alleging the failure to install proper traffic controls.*

*Our firm has successfully defended Nassau County in the defense of police civil liability claims in the past.*

**James M. Murphy** will be assigned to cases involving police civil liability, including claims of: false arrest; malicious prosecution; excessive force; the alleged violation of civil rights under 42 USC § 1983 and the New York State and federal constitutions. Mr. Murphy has represented numerous other village and city police departments. He has previously represented the Nassau County Police Department and has appeared regularly in both state and federal courts in the defense of all aspects of police civil liability.

Mr. Murphy has also defended numerous claims of discrimination in employment as well as claims brought pursuant to 42 USC §§ 1981 and 1985.

**Christopher T. Cafaro, James M. Murphy, Susan H. Dempsey, and Michael J. Boranian** all have many years of experience in the defense of premises liability claims. Since its inception, our firm has represented many villages in Nassau county. We are fully familiar with General Municipal Law §§ 50-e, 50-h, and 50-i and pertinent Nassau County statutes, including the requirement for prior written notice. We have frequently been successful with early motions to dismiss for lack of prior written notice.

*We have represented Nassau County in the defense of premises liability claims in the past.* Michael J. Boranian defended the Nassau County Coliseum in an action arising from the use of the Coliseum by one of the County's tenants. The action was assigned to us by the tenant's insurance carrier.

**Jeffrey D. Present, Susan H. Dempsey and Hugh J. Larkin** have all specialized in the defense of motor vehicle claims throughout their careers. Their expertise is not limited to the defense of Supreme Court negligence actions. They have



defended all types of first party and third party motor vehicle claims, including supplementary uninsured motorist (SUM) claims, uninsured motorist (UM) claims, underinsured motorist (UIM) claims, personal injury protection (PIP) claims, and property damage disputes.

We routinely appear at Alternative Dispute Resolution (ADR) hearings, including mediations, binding and non-binding arbitration proceedings. We defend and prosecute special proceedings brought under Article 75 of the New York CPLR.

In addition to experience gained from the defense of motor vehicle claims on behalf of a number of Nassau County villages, our firm is also frequently retained by several of the largest automobile insurance carriers in New York State.

**Donald S. Neumann, Jr.** will be assigned to all appellate matters. We are a full service firm, fully capable of defending your matters to the highest appellate levels in both the state and federal systems. Mr. Neumann has briefed and argued well over one hundred appeals from both final judgments after trial and from the grant or denial motions. The areas of law involved span the entire practice of the firm.

In addition, Mr. Neumann defends and prosecutes declaratory judgment actions relating to insurance coverage disputes, which frequently arise after an accident. When an accident involves multiple insurance carriers, it is not unusual for one or more of the carriers to dispute coverage.

Automobile coverage issues can involve supplementary uninsured motorist (SUM) claims, uninsured motorist (UM) claims, underinsured motorist (UIM) claims, personal injury protection (PIP) claims, and property damage disputes. Many coverage issues can be resolved quickly through special proceedings brought under Article 75 of the New York CPLR.

**Michael Baranowicz, Michael Chin and John R. Aquaro** specialize primarily in the defense of medical malpractice actions. *Our firm is approved by the Nassau University Medical Center and currently defends medical malpractice actions on its behalf.*

## **5) Firm Details**



**Persons having a principal interest in the firm**

The names and addresses of the partners are:

Donald S. Neumann, Jr.  
71 Long Drive  
Hempstead, NY 11550

Michael A. Baranowicz  
4077 Expressway Drn.  
Ronkonkoma, NY 11779

James M. Murphy  
1747 Roland Avenue  
Wantagh, NY 11793

Christopher T. Cafaro  
2 Fairmount Blvd.  
Garden City, NY 11530

Jeffrey D. Present  
90 Nelson Street  
Farmingdale, NY 11735

Michael J. Boranian  
33 Kennedy Avenue  
Rockville Centre, NY 11570

**Age of Firm**

This firm was founded in 1950 and is sixty-six years old.

**Annual Revenue**

The annual revenue of the firm for the calendar year of 2015 was \$3,864,755.





## **Firm Structure**

The firm recently registered as an LLP. Our only office is in Nassau County. The firm currently has thirty-one (31) employees.

## **Summary of relevant accomplishments.**

Our firm is remarkable for both its longevity and stability over the years. Over the more than 60 years since the firm was founded, we have earned an excellent reputation among the Nassau County Judiciary. Over that period of time, our attorneys have made daily appearances in the Supreme Court, Nassau County and have tried a multitude of cases to successful conclusion.

Our firm was instrumental in the creation of the Nassau-Suffolk Trial Lawyers Association, a committee of the Nassau and Suffolk Bar Associations. The Nassau-Suffolk Trial Lawyers Association fosters cooperation between the Trial Bar and the Administrative Justices of Nassau County and Suffolk County. The NSTLA has been successful over the years in coordinating the demands of the trial and assignment parts of both counties. One or more members of our firm have served as directors of the NSTLA since its inception, and three of our partners have served as presidents of the Association.

We have received the AV rating from the Martindale-Hubble Law Directory, and are members of the Martindale-Hubble Bar Register of Preeminent Lawyers. Several of our partners are members of the prestigious American College of Trial Lawyers.

## **Name, title, and telephone number of the person authorized to act on behalf of the law firm is:**

Donald S. Neumann, Jr., Partner  
516-747-4082

(1) No firm member, of counsel to, or employee of the firm has ever been cited by an authority for unethical or unlawful practice.

(2) There have been no adverse determinations against our firm, or its employees



or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or county equal opportunity laws or regulations. No such claim has ever been filed.

(3) Neither our firm, any of its employees, nor members or counsel or anyone acting on its behalf has ever been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of our firm's business. None of our firm's partners, officers, directors or persons exercising substantial policy discretion have ever been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud.

(4) No action, suit, proceeding or investigation is either pending or threatened against our firm including, without limitation, any proceeding known to be contemplated by government authorities or private parties.

**Additional information we believe pertinent to the County's requirements**

Our firm is also proud of its *pro bono* contributions. We were commended by Timothy O'Sullivan, the Executive Director of the Lawyers's Fund for Client Protection for our efforts in assisting a victim of attorney theft. In addition to assisting in the processing of the claim without legal fee, we also donated a considerable amount of time to vacate defaults and rectify other acts of legal malpractice committed by a now disbarred attorney.



COUNTY OF NASSAU

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

1. Name of the Entity: Montfort, Healy, McGuire & Salley LLP

Address: 870 Franklin Avenue, P.O. Box 7677,

City, State and Zip Code: Garden City, NY 11530-7677

2. Entity's Vendor Identification Number: 11-2105183

3. Type of Business: Public Corp Partnership Joint Venture  
Ltd. Liability Co Closely Held Corp Limited Liability Partnership (LLP)  
Other (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):

Donald S. Neumann, Jr., 71 Long Drive, Hempstead, NY 11530

Michael A. Baranowicz, 4077 Expressway Drive North, Ronkonkoma, NY 11779

James Michael Murphy, 1747 Roland Avenue, Wantagh, NY 11793

Christopher T. Cafaro, 2 Fairmount Blvd., Garden City, NY 11530

Jeffrey D. Present, 103 Michelle Drive, Jericho, NY 11753

Michael J. Boranian, 33 Kennedy Avenue, Rockville Centre, NY 11570

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.

Same as no. 4 above



---

---

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

None

---

---

---

---

---

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

(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):

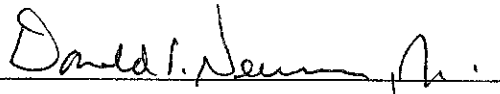
None

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.

Dated: April 28, 2016

Signed:



Print Name:

Donald S. Neumann, Jr.

Title:

Managing Partner



## AMENDMENT NO. 1

its hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Montfort, Healy, McGuire & Salley, LLP, with an office located at 840 Franklin Avenue, P.O. Box 7677, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000004 between the County and Counsel, executed on behalf of the County on May 7, 2014 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 20, 2014 until February 19, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars (\$25,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the term of the Original Agreement.

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

1. Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 19, 2017.


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

[Remainder of Page Intentionally Left Blank.]

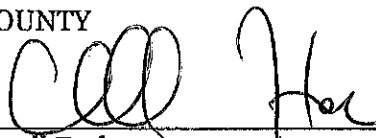


IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

MONTFORT, HEALY, MCGUIRE & SALLEY LLP

By:   
Name: Michael J. Beronien  
Title: Partner  
Date: August 25, 2016

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: 7/21/16

NASSAU COUNTY


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



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

Gayle Thomas On the 25 day of August in the year 2016 before me personally came  
Nicene J. Brennan to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Nassau; that he or she is the  
Partner of Montfort, Healy, McGuire & Solley, LLP the corporation described  
herein and which executed the above instrument; and that he or she signed his or her name  
thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

GAYLE C. THOMAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TH6165862  
Qualified in Nassau County  
My Commission Expires May 14, 2019

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

On the 5<sup>th</sup> day of October in the year 2016 before me personally came  
Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that  
he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the  
municipal corporation described herein and which executed the above instrument; and that he  
signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau  
County.

NOTARY PUBLIC



JACLYN DELLE  
Notary Public, State of New York  
No. 02DE6305114  
Qualified in Nassau County  
Commission Expires on June 2, 2018

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

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

NOTARY PUBLIC







## Contract Details

SERVICES: Special Counsel

NIFS ID #: COAT14000004 NIFS Entry Date: 03/04/2014 Term: February 20, 2014 – February 19, 2015

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

## Agency Information

Vendor		County Department	
Name Montfort, Healy, McGuire & Salley LLP	Vendor ID# 112105183 113142336	Department Contact Daniel Gregware	
Address 840 Franklin Avenue P.O. Box 7677 Garden City, New York 11530	Contact Person Michael J. Boranian, Esq. Phone (516) 747-4082	Address 1 West St. Mineola, New York 11501 Phone (516) 571-1675	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		
	OMB	NIFS Approval <input type="checkbox"/>	3/13/14	
3/18/14	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	3/18/14	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/18/14	
	Leg	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	3/18/14	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	4/22/14	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/9/14	





## Contract Summary

Description: New contract.

**Purpose:** This is a new outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Torts; Commercial Litigation; Construction Litigation; Appellate Practice; Commercial Transactions; Environmental Law; 1983 Federal Civil Rights Actions. As of the commencement of this agreement, Counsel has been assigned the following case: Wiseallah Isaac Hightower v. County of Nassau, Nassau County Sheriff's Department, Index Number 07-004046.

**Method of Procurement:** A Request for Qualification was issued and a panel established. Montfort, Healy, McGuire & Salley LLP has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the case provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

Procurement History: See method of procurement above.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$25,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

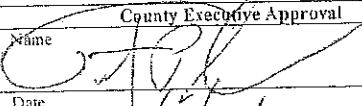

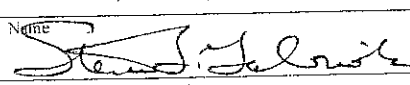
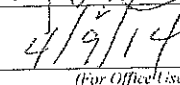
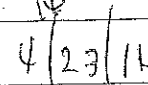
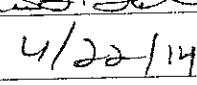
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$25,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$25,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$25,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$25,000.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name 		Name 	Date 
Date 	4/23/14	Date 	4/22/14
		E #:	



George Maragos  
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:** Montfort, Healy, McGuire & Salley LLP (CQAT14000004)

**CONTRACTOR ADDRESS:** 840 Franklin Avenue, P.O. Box 7677, Garden City, New York 11530

**FEDERAL TAX ID #:** 112105183

---

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.



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

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

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

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X B. A Request for Qualification was issued and a panel established. Montfort, Healy, McGuire & Salley LLP has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed in the attached documents and assigned the case provided in the attached documents, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.





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

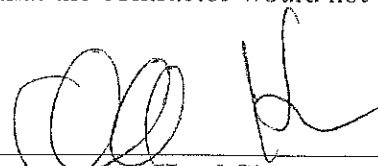
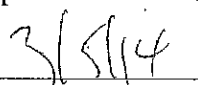
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
  
\_\_\_\_\_  
Date

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

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*



## SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Montfort, Healy, McGuire & Salley LLP, with an office located at 840 Franklin Avenue, P.O. Box 7677, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

1. Term. This Agreement shall commence on February 20, 2014 and shall terminate on February 19, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that this Agreement may be extended by the County.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). A list of the initial cases assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, is attached hereto as Appendix A. Services shall include, but not be limited to, motion practice, pre-trial discovery, trial, appeals, and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars (\$25,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	\$225.00
(ii) Of Counsel:	\$225.00
(iii) Associate:	\$225.00
(iv) Paralegal/Law Clerk:	\$90.00

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as



part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

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

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

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

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

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its



performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Counsel 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. Counsel 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 Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate





to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

(c) Counsel shall, and shall cause Counsel 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 Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by



this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel 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 Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and



accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel 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. Counsel 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 Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

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

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

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

18. 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



Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

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

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

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





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

[Remainder of Page Intentionally Left Blank.]



IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

MONTFORT, HEALY, MCGUIRE & SALLEY LLP

By: Michael J. Boranian

Name: MICHAEL J. BORANIAN

Title: PARTNER

Date: 2-21-14

NASSAU COUNTY

By: [Signature]

Name: Carnell Foskey

Title: County Attorney

Date: 3/6/14

NASSAU COUNTY

By: [Signature]

Name: Richard R. Walker

Title: County Executive ~~Deputy County Executive~~

☒ ~~Deputy County Executive~~

Date: 3/7/14

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 21<sup>st</sup> day of February in the year 2014 before me personally came Michael J. Boranian to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Partner of Montfort, Healy, McGuire & Salley LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MARY MASONE  
Notary Public, State of New York  
No. 01MA4800814  
Qualified in Nassau County  
Commission Expires November 30, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5<sup>th</sup> day of March in the year 2024 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF NEW YORK  
QUALIFIED IN SULLY COUNTY  
COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7 day of MAY in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta Q Petrucci

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PES258026  
Qualified in Nassau County  
Commission Expires April 02, 20...



## Appendix A

Case assigned to Counsel as of the commencement of this Agreement:

1. Wiseallah Isaac Hightower v. County of Nassau, Nassau County Sherriff's Department,  
Index Number 07-004046.

Additional cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Torts;
2. Commercial Litigation;
3. Construction Litigation;
4. Appellate Practice
5. Commercial Transactions;
6. Environmental Law;
7. 1983 Federal Civil Rights Actions.

The Department may qualify Counsel in additional areas of law.





## **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 Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - 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 or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining





the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction



services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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



Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

DONALD S. NEUMANN (Name)

840 FRANKLIN AVE, GARDEN CITY NY (Address)

516 747 4082 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-



initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

February 21, 2014

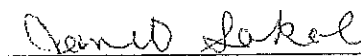
Dated

  
Signature of Chief Executive Officer

Donald S. Neumann, Jr.  
Name of Chief Executive Officer

Sworn to before me this

21st day of February, 2014

  
Notary Public

JANET SOKOL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01806255664  
Qualified in Nassau County  
My Commission Expires February 06, 2016

