

E-132-17



Staff Summary

Subject RULES RESOLUTION to authorize the County and the Office of Management & Budget to proceed with Tasks II-IV of CQBU16000005
Department Office of Management & Budget
Department Head Name Roseann D'Alleva
Department Head Signature <i>M. Robinson for Roseann D'Alleva</i>
Date May 10, 2017

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
5/15/17	County Executive or Deputy		Director of Legislative Affairs
	Budget	5/15/17	Counsel to County Executive

Narrative: To authorize the County to proceed with KPMG LLP on Tasks II, III, and IV, of County contract number CQBU16000005 (the "Agreement"). Rules Resolution Number 349-2016 authorized the County Executive to execute the Agreement, and proceed with KPMG LLP for the services designated in the Agreement as Task I, provided that, additional authorization from the Rules Committee would be required to proceed with KPMG LLP on Tasks II-IV. The County now desires to proceed with KPMG LLP on Tasks II-IV and is seeking such additional authorization from the Rules Committee.

Purpose: This Rules Resolution is to authorize the County to proceed with the services designated as Tasks II-IV in the Agreement.

Discussion/Procedure: Services under the Agreement include, but are not limited to, those outlined in section 2, "Services," of the Agreement. Appendix A of the Agreement contains a list of Tasks I-IV, which are based on discrete milestones. KPMG LLP will be paid based on the successful completion of these Tasks/milestones.

TASK II - Pre-Request for Qualifications and Due Diligence Period

- Assist the County and County advisors in obtaining information and conducting due diligence necessary to prepare the request for qualifications for the P3 Transaction ("RFQ").
- Attend pre-draft meetings and conference calls with the County, County advisors and the Nassau County Interim Finance Authority ("NIFA") to discuss the RFQ, the objectives for the RFQ, and confirm Contractor's role and participation in the RFQ development process.
- Market the transaction as necessary.

TASK III - Assistance in the Preparation of a Request for Qualifications

- Provide the County and County advisors with assistance in the development of the RFQ.
- Assist in review of the initial draft of the RFQ with the County and County advisors.
- Attend meetings and conference calls with the County, County advisors and NIFA as necessary to obtain

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY
MAY 10 2017

input and information for the preparation of the final RFQ.

- Provide the County with a list of parties that would be interested in receiving the RFQ.
- Provide the County with an overview of each such firm.
- Market the transaction as necessary.

TASK IV - Review and Evaluation of Responses to Request for Qualifications

- Provide responses to questions and requests for clarification submitted by the respondents to the RFQ.
- Assist in the preparation of addenda during the RFQ process.
- Review and comment on relevant portions of the financial qualifications of the respondents.
- Provide related assistance to the evaluation committee, as requested, with evaluation of the responses to the RFQ.
- Attend respondent interviews.
- Market the transaction as necessary.

Impact on funding: KPMG LLP will be paid a flat fee upon completion of each Task for Tasks II through IV in accordance with Appendix A of the agreement, as follows:

Task II fee - \$207,585

Task III fee - \$118,620

Task IV fee - \$363,438

Recommendation: Approve as submitted.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, TO PROCEED WITH KPMG LLP ON TASKS II, III, AND IV AS SET FORTH IN COUNTY CONTRACT NUMBER CQBU16000005

WHEREAS, on December 29, 2016, the County entered into a personal services agreement with KPMG LLP, County contract number CQBU16000005 (“the Agreement”), to provide financial advisory services to the County in connection with a potential public-private partnership transaction, a copy of which is on file with the Clerk of the Legislature;

WHEREAS, pursuant to Rules Resolution Number 349-2016, the Rules Committee of the Nassau County Legislature authorized the County Executive to execute the Agreement, provided however, that such authorization was limited to authorization to proceed with the services designated as Task I in the Agreement;

WHEREAS, additional authorization from the Rules Committee of the Nassau County Legislature is required in order for the County to proceed with KPMG LLP on Tasks II, III, and IV, as set forth in the Agreement;

WHEREAS, the County desires to proceed with KPMG LLP on Tasks II, III, and IV, as set forth in the agreement; now, therefore, be it _____

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County to proceed with KPMG LLP on Tasks II, III, and IV, as set forth in the Agreement.

E-207-16

Contract ID# CQBU16000005



Department: OMB

Contract DetailsSERVICE: *financial advisor*

NIPS ID #: CQBU16000005

NIPS Entry Date: 8/30/2016

Term: *2 years*

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

Agency Information

Vendor	
Name KPMG LLP	Vendor ID# 13-5565207 - 08
Address 345 Park Avenue New York, NY 10154	Contact Person Tom Mulvihill
	Phone 212-954-3090

County Department
Department Contact Steven Conkling
Address 1 West Street Mineola, NY 11501
Phone 516 571 3023

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIPS Entry (Dept) NIPS App'l (Dept. Head) Contractor Registered <input type="checkbox"/>	8/30/16	<i>S. Conkling</i>	
	OMB	NIPS Approval (Contractor Registered) <input checked="" type="checkbox"/>	8/31/16	<i>William Galt</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	8/31/16	<i>Vachy</i>	
	County Attorney	CA Approval-as to form <input checked="" type="checkbox"/>	8/31/16	<i>Vachy</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
9/6/16	Legislative Affairs	Fwd Original Contract to CA <input type="checkbox"/>	9/6/16	<i>[Signature]</i>	
	County Attorney	NIPS Approval <input checked="" type="checkbox"/>	9/6/16	<i>Vachy</i>	
	Comptroller	NIPS Approval <input checked="" type="checkbox"/>	12/1/16	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	9/6/16	<i>[Signature]</i>	

LO n d 9 - DES 9102

RECEIVED
MASSACHUSETTS
CLERK OF THE SUPERIOR
COURT



Contract Summary

Description:

The Contractor will provide the County and the Office of Management & Budget ("OMB") with financial advisory services in connection with a potential public-private partnership transaction involving the County's sewer system (the "System").

Purpose:

The County is exploring the possibility of a potential public-private partnership transaction involving the System (the "Transaction" or "P3 Transaction"), which Transaction may consist of the concession, lease, or other similar arrangement. This resolution authorizes the County Executive to execute an Agreement between the County and KPMG LLP for financial advisory services (the "Agreement")

Method of Procurement:

Request for Proposals

Procurement History:

On May 17, 2016 the County issued a Request for Proposals ("RFP") for investment banking and/or financial advisory services in connection with a potential transaction involving the System. Proposals were due on June 8, 2016. The RFP was published in Newsday and the Bond Buyer, and posted on the County's website and the New York State Contract Reporter website. Proposals were received from the following firms: BMO Capital Markets; Ernst & Young Infrastructure Advisors, LLC; Goldman Sachs & Co.; JP Morgan Securities LLC; KPMG LLP; Loop Capital Financial Consulting Services, LLC; NW Financial Group, LLC; Public Financial Management, Inc.; and Ramirez & Co. Inc.

An Evaluation Committee was formed to review the proposals. The Committee consisted of members from the Office of Management & Budget, the Department of Public Works, and the County Attorney's office. Each Committee member scored each of the proposals based on the evaluation criteria in the RFP. The Committee recommended the firm with the highest average score. However, the County ended contract negotiations with the recommended firm after the parties could not come to agreement on some critical terms in the contract. The County then entered into negotiations with the firm that received the second highest score from the Committee (there was a difference of only 0.1 in the scores of the top two firms).

Description of General Provisions:

Services to be provided include, but are not limited to:

- (i) Providing strategic advisory services, which shall include but not be limited to:
 - a. Gathering financial and operational data related to the System;
 - b. Performing a transaction structure analysis;
 - c. Conducting market soundings with private sector participants;
 - d. Performing a preliminary valuation analysis;
 - e. Assisting with the development of a communications plan;
 - f. Assisting with the development of a procurement strategy;
 - g. Delivering a summary of the market soundings, a summary of outputs of the financial model demonstrating various option valuations based on the selected delivery structures, and a draft information memorandum;
 - h. Preparing marketing and related documents;
 - i. Preparing and developing, in collaboration with the County's legal counsel, a request for qualifications ("RFQ");
 - j. Advising the County, in writing, on the valuation of the System, including but not limited to, the evaluation criteria and methodology used by the Contractor;
 - k. Delivery of the anticipated transaction value, which shall be mutually agreed upon by the County and the Contractor;
 - l. Planning and facilitating marketing of the Transaction; and
 - m. Delivering a summary and assisting with the evaluation of the responses to the RFQ.
- (ii) Coordinating with the County's bond counsel regarding debt defeasance and other matters; and
- (iii) Hosting and managing the online data room for the P3 Transaction

Appendix A of the Agreement contains a list of Tasks (Tasks I-IV) based on discrete milestones. The Contractor will be paid based on the successful completion of these Tasks/milestones (as described below), but will be required to perform all of the services listed above in (i) and (ii).

Impact on Funding / Price Analysis:

The Contractor will be paid as follows:

- (i) a flat fee per Task upon completion of Tasks I through IV in accordance with Appendix A of the Agreement as follows:
 - Task I Fee - \$197,925.00
 - Task II Fee - \$207,585.00
 - Task III Fee - \$118,620.00
 - Task IV Fee - \$363,438.00

The County is entering into the Agreement with the Contractor for the Services, including Tasks I through IV, in accordance with the terms



and conditions of the Request for Proposals for P3 Transaction Facilitator Services for the Nassau County Sewer System dated May 17, 2016, as amended (the "RFP"). To the extent the County requires the financial advisory services set forth in Tasks V through VII, attached to the Agreement as Appendix A-1 (the "Future Services"), the County may, but is under no obligation to award a contract for such services to the Contractor in accordance with the terms and conditions of the RFP. The fees paid to the Contractor for Future Services, if a contract is awarded for such services, shall be those submitted in response to the RFP unless more favorable terms are negotiated by the County.

Change in Contract from Prior Procurement:

NA

Recommendation: (approve as submitted)

Approve as submitted



Advisement Information

BUDGET CODES	
Fund:	SSW
Control:	50
Resp:	6000
Object:	DE
Transaction:	500

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$405,510 197,925
Federal	\$
State	\$
Capital	\$
Other Grant	\$
TOTAL	\$405,510 197,925

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWSSW6000 /DE500	\$405,510 197,925
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$405,510 197,925

Document Prepared By: Roseann D'Alleva

Date: 8/30/2016

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 <i>[Signature]</i>	Name <i>[Signature]</i>	Date <i>9/2/16</i>
Date <i>12/13/16</i>	Date <i>12/13/16</i>	(For Office Use Only)
		E #:

Amendment in the Nature of a Substitution for Clerk Item E-207-16

This Amendment changes the Resolution to limit the authorization granted by the Resolution to authorization to proceed with Task I as set forth in the Agreement. This Amendment also removes the sentence 'Tasks I-IV do not have to be completed in chronological order' from section 3(i), "Payment."

RECEIVED
CLERK OF THE LEGISLATURE
2016 SEP 19 P 5:12

RULES RESOLUTION NO. 349 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE
OF MANAGEMENT AND BUDGET, AND KPMG LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-26-16
YEAS 9 NAYS 3 ABSENT 0 RECALLED 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with KPMG LLP to provide financial advisory services to the County in connection with a potential public-private partnership transaction, 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 agreement with KPMG LLP, provided however, that the authorization granted by this Resolution is limited to authorization to proceed with Task I as set forth in the agreement. Additional authorization by the Rules Committee shall be required to proceed with the remaining Tasks II through IV as set forth in the agreement.

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: KPMG LLP

CONTRACTOR ADDRESS: 345 Park Avenue, New York, NY 10154

FEDERAL TAX ID #: 13-15565207

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 May 17, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Bond Buyer and Newsday. The RFP was also posted on the County's procurement website and the New York State Contract Reporter's website. Proposals were due on June 8, 2016. Nine (9) proposals were received and evaluated. The evaluation committee consisted of members from the Office of Management & Budget, the Department of Public Works and the County Attorney's office. Each member of the committee scored each of the nine (9) proposals based on the evaluation criteria in the RFP. The committee recommended the firm with the highest average scorer. However, the County ended contract negotiations with the recommended firm after the parties could not come to agreement on some critical terms in the contract. The County then entered into negotiations with the firm that received the second highest score from the Committee (there was a difference of only 0.1 in the score of the top two firms).

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

The contract was originally executed by Nassau County on August 1, 2011, as amended by Amendment 1 executed on October 28, 2011, Amendment 2 executed on February 14, 2013, Amendment 3 executed on March 18, 2014, and Amendment 4 executed on May 13, 2015. 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 Qualifications and Cost Proposals was sent to three (3) qualified vendors. An Evaluation Committee consisting of members of The Office of Management & Budget evaluated the proposals received and selected AJ Consulting Services, LLC. A copy of the most recent evaluation of the contractor's performance is attached.

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

8/30/16
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

CONFIDENTIAL MEMORANDUM

To: Nassau County Legislature

From: Evaluation Committee
RFP# BU0506-1613

Subject: Proposed Personal Services Agreement with KPMG LLP
P3 Transaction Facilitator Services for the Nassau County Sewer System

Date: August 22, 2016

Transaction Rationale

On May 17, 2016, the County issued a Request for Proposals ("RFP") seeking proposals from qualified banks and financial advisors authorized to do business in the State of New York to provide investment banking and/or financial advisory services (the "Services") to the County in connection with a potential public-private partnership transaction (the "P3 Transaction") with a concessionaire or lessee involving the County's sewer system (the "System").

SUEZ Water Long Island Inc. ("SUEZ") is currently operating, maintaining and managing the system and providing operational expertise. Under the SUEZ agreement, and coupled with the ongoing FEMA repairs, the sewer treatment plants and the System generally are being hardened and repaired, and the operational deficiencies are being addressed. Unfortunately, the value of the System is not being optimized and current sewer revenues are insufficient to meet the System's future needs.

- The County has slowed the decline in cash and fund balance. However, despite the operational efficiencies being obtained as a result of the SUEZ agreement, the County will still be unable to fund operations and long-term capital improvements, which will result in the depletion of the sewer district's reserves in the near term
- Current revenues from ratepayers are not recovering the full costs of the System (operations, maintenance, and lifecycle costs)
- The status quo would require significant annual tax increases to cover the cost of operations

A P3 Transaction could ensure a high quality of service for all users of the System for many years to come while also accomplishing a number of the County's key objectives, including:

- Retaining public ownership of the System
- Retaining rate setting authority - transparent and stable rate-setting process

- Transferring risk of long-term capital investment to the concessionaire to achieve the County-agreed asset condition during and at the end of the term of the agreement
- The concessionaire may commit to making substantial capital expenditures to the System that will result in a meaningful upgrade to operations and maintenance
- Improving safety and environmental performance
- Transferring risk of compliance with environmental regulations and discharge requirements to the concessionaire

Based on current market conditions, the County believes a P3 Transaction would generate substantial value for the County. The transaction proceeds would be used for the long-term benefit of the County.

- Proceeds from the P3 Transaction would be used to retire or economically defease all sewer-related debt of the System
- Additional upfront money could be used by the County to retire or economically defease additional general obligation debt of the County
- Provide recurring debt service savings
- Improve cash flow liquidity for the County
- Strategic investments in the County, along with recurring debt service savings, will place the County in a position to achieve structural budget balance by fiscal year 2018

RFP Process

The RFP was publicized as follows:

- Advertised in Newsday and the Bond Buyer
- Posted on the County's website and the New York State Contract Reporter website
- Emailed to the following firms:
 - A.C. Advisory, Inc. ("A.C. Advisory")
 - BMO Capital Markets ("BMO")
 - Ernst & Young Infrastructure Advisors, LLC ("Ernst & Young")
 - Goldman Sachs & Co. ("Goldman Sachs")
 - KPMG LLP ("KPMG")
 - Morgan Stanley & Co. LLC ("Morgan Stanley")
 - NW Financial Group, LLC ("NW Financial")
 - Public Financial Management, Inc. ("PFM")
 - Ramirez & Co. Inc. ("Ramirez")

The Services requested in the RFP to be provided in connection with the P3 Transaction consists of providing financial advisory services to the County.

In addition to the Services requested in the RFP, Appendix A of the RFP contained a list of the

anticipated Tasks of the P3 Transaction. See Appendix I of this memorandum for the list of Tasks included in the contract.

Importantly, the RFP also stated that the transaction facilitator would be required to provide the County with a preliminary valuation before the request for qualifications for the P3 Transaction is released.

Proposals

Proposals were received from the following nine (9) firms: BMO; Ernst & Young; Goldman Sachs; KPMG; NW Financial; PFM; Ramirez; JP Morgan Securities LLC ("JP Morgan"); and Loop Capital Financial Consulting Services, LLC ("Loop Capital").

An Evaluation Committee (the "Committee") consisting of members from the Office of Management & Budget, the Department of Public Works and the County Attorney's office was formed to review the proposals.

As stated in the RFP, the proposals were evaluated based on the following criteria:

- (i) Contract Requirements and Proposed Solution – 25%
- (ii) Proposer Profile: Organization, Capacity, Staffing, Resumes – 25%
- (iii) Related Experience – 25%
- (iv) Total Cost (Fee Proposal) – 25%

In addition to the foregoing, the County could also consider any other relevant factors as determined by the Committee.

Selection Process

Each member of the Committee scored each of the nine (9) proposals based on the first three (3) evaluation criteria (i.e., (i) Contract Requirements and Proposed Solution; (ii) Proposer Profile: Organization, Capacity, Staffing, Resumes; and (iii) Related Experience) in order to determine the technical capabilities of each proposer. The Committee members were not provided with the fee proposals in this first round of scoring.

Based on the scores of each proposal from each Committee member, and an analysis on the merits of each proposer, the following five (5) proposers were invited to make a presentation to the Committee: BMO, Goldman Sachs, KPMG, Loop Capital and Ernst & Young (the "Short-Listed Proposers").

Regarding the proposers that were not invited to make a presentation, the general view of the Committee, as substantiated by the scores, was that these proposers either had limited or no relevant experience serving as a municipal financial advisor on public-private partnership transactions, had limited depth and resources, or had experience and/or depth and resources that could not compare with the Short-Listed Proposers. As a result, the Committee determined that the experience and technical capacity of these proposers was less advantageous to the County than

the Short-Listed Proposers.

Following the receipt of best and final offers and clarification responses from the Short-Listed Proposers, each Committee member completed his or her scoring sheet for each of the Short-Listed Proposers by including a score for the total cost criterion. The average scores for the Short-Listed Proposers were as follows:

	<u>Goldman</u>	<u>KPMG</u>	<u>BMO</u>	<u>Loop Capital</u>	<u>Ernst & Young</u>
Contract Requirements and Proposed Solution	22.75	23.50	22.33	19.50	18.00
Proposer Profile	22.83	22.67	22.33	18.58	18.41
Related Experience	23.17	23.33	22.50	19.17	17.25
Subtotal - Technical Merit	68.75	69.50	67.16	57.25	53.66
Total Cost	21.17	20.25	20.25	24.42	20.67
Total Score	89.92	89.75	87.41	81.67	74.33

While BMO, Ernst & Young and Loop Capital have varying levels of P3 experience and abilities, the committee believed that Goldman Sachs and KPMG demonstrated a greater understanding of the County's requirements for the proposed transaction and are best suited to achieve the County's goals. The committee considered these two firms to be best able to meet the County's goals and timetable in the P3 Transaction based on their superior experience and transaction teams. Their overall scores from the committee were virtually identical, with KPMG receiving a slightly higher technical score.

Based on the foregoing, the Committee recommended that the County enter into negotiations with Goldman Sachs, since such firm had the highest total score. However, the parties ended contract negotiations after they could not come to agreement on certain critical terms in the contract. The County then entered into negotiations with KPMG.

Fee Proposal

Each proposer was required to submit fee proposals based on the same structure. The structure of KPMG's fee proposal is as follows:

Tasks I-IV

A flat fee per Task for Tasks I-IV as follows:

Task I	\$197,925
Task II	\$207,585

Task III	\$118,620
Task IV	\$363,438

The fee per Task will be payable upon completion of each Task.

During Task I, the transaction facilitator would model the following scenarios:

- (1) A forward projection of current County operations assuming that the County continues to finance and manage the capital-intensive investment that is required under the current organizational structure,
- (2) A forward projection assuming that there is a long-term concession lease of the System that transfers responsibility and risk for the capital-intensive investment that is required to a private entity.

If the second scenario does not demonstrate that it is likely that the County would receive sufficient proceeds in the P3 Transaction to retire or economically defease all sewer debt, and provide some amount of additional proceeds to the County, then the County would not continue with the process. (Appendix 1-A has a list of Future Services). The County will have the option to terminate the contract at any time. In the event the contract is terminated, the County would only be liable to pay fees for the Tasks within Tasks I-IV completed by the transaction facilitator.

In Tasks II, III and IV, the transaction facilitator would assist in the preparation of a Request for Qualifications ("RFQ"), and review and evaluate responses to the RFQ.

Appendix I

TASK I – Evaluate Impact on Rates of Status Quo and Concessionaire Scenarios

- Contractor will prepare, working with the County and its technical and legal advisors, a forward projection of current County operations assuming that the County continues to finance and manage the capital-intensive investment that is required under the current organizational structure.
- Contractor will prepare, working with the County and its technical and legal advisors, a forward projection assuming that there is a long-term concession lease of the System that transfers responsibility and risk for the capital-intensive investment that is required to a private entity. This will require the creation of three (3) scenarios based on a low, moderate and high rate of return for the investor.

TASK II - Pre-Request for Qualifications and Due Diligence Period

- Assist the County and County advisors in obtaining information and conducting due diligence necessary to prepare the request for qualifications for the P3 Transaction (“RFQ”).
- Attend pre-draft meetings and conference calls with the County, County advisors and the Nassau County Interim Finance Authority (“NIFA”) to discuss the RFQ, the objectives for the RFQ, and confirm Contractor’s role and participation in the RFQ development process.
- Market the transaction as necessary.

TASK III - Assistance in the Preparation of a Request for Qualifications

- Provide the County and County advisors with assistance in the development of the RFQ.
- Assist in review of the initial draft of the RFQ with the County and County advisors.
- Attend meetings and conference calls with the County, County advisors and NIFA as necessary to obtain input and information for the preparation of the final RFQ.
- Provide the County with a list of parties that would be interested in receiving the RFQ.
- Provide the County with an overview of each such firm.
- Market the transaction as necessary.

TASK IV - Review and Evaluation of Responses to Request for Qualifications

- Provide responses to questions and requests for clarification submitted by the respondents to the RFQ.
- Assist in the preparation of addenda during the RFQ process.
- Review and comment on relevant portions of the financial qualifications of the respondents.
- Provide related assistance to the evaluation committee, as requested, with evaluation of the responses to the RFQ.

- Attend respondent interviews.
 - Market the transaction as necessary.
-

Appendix 1 - A

Future Services

TASK V - Assist in the Preparation of the Request for Proposals

- Assist the County and County advisors in the preparation of internal drafts of the request for proposals for the P3 Transaction ("P3 RFP") based upon comments and discussions with the County and County advisors in preparation for distribution to qualified respondents to the RFQ.
- Attend any meetings and conference calls with the County, County advisors and NIFA, as necessary, to finalize the P3 RFP in preparation for distribution to the respondents to the RFQ.
- Market the transaction as necessary.

TASK VI - Support the Request for Proposal Process

- Assist with responses to questions and requests for clarification submitted by the proposers concerning the P3 RFP and proposed concession agreement.
- Assist the County and County advisors with the preparation of addenda during the proposal process.
- Review and comment on relevant portions of the proposals.
- Provide related assistance to the evaluation committee, as requested, with evaluation of proposals received in response to the P3 RFP.
- Attend proposer interviews.

TASK VII - Support the Concession Agreement Negotiation and Award Process

- Assist the County and County advisors in the negotiation of the final concession agreement with the selected proposer(s).
- Assist the County and County advisors, as necessary, in the financial aspects of the concession agreement and appendices to reflect such negotiations.
- Attend meetings and conference calls and perform related activities in relation to the negotiation process.
- Assist the County with presentations to, and discussions with, the County Legislature, the County Comptroller, NIFA and community groups, as necessary.



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?

No contributions made.

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: 7/22/16

Vendor: KPMG

Signed: Thomas Mulvihill

Print Name: Thomas Mulvihill

Title: Managing Director

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

Tom Mulvihill, Managing Director, 345 Park Avenue, New York, NY 10154 (212) 954-3090

Ed Lee, 1305 Walt Whitman Road, Suite 200, Melville, NY 11747 (631) 425-6053

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

Tom Mulvihill and Ed Lee are registered New York state lobbyist for KPMG LLP

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

KPMG LLP

345 Park Avenue

New York, NY, 10154

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

The government contacts were strictly related to the formal RFP process.

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

Not currently known

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

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

None

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

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

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

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

Dated:

7/22/16

Signed:

Thomas Mulvihill

Print Name:

Thomas Mulvihill

Title:

Managing Director

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

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

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire. *See Note 1 Below*

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name EDWARD N. LEE
Date of birth 01 / 12 / 1973
Home address 1 LAURA DRIVE
City/state/zip CENTEREACH, NY 11720
Business address 1305 WALT WHITMAN ROAD, SUITE 200
City/state/zip MELVILLE, NY 11747
Telephone 631 425 6053
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 10/01/2007
Vice President _____/_____/_____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. I am an equity partner with less than 1% interest.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X 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? YES ____ NO X;
If Yes, provide details.

Note 1: KPMG LLP is a limited liability partnership which does not have any officers or individuals who own/hold more than 10% ownership interest. As such, this form is being completed from the perspective of the individual, Edward N. Lee.

Rev. 3-2016

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO x
If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, EDWARD N. LEE, 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 25 day of July 2016

Leslie Jo Valentine

Notary Public

LESLIE JO VALENTINE
Notary Public, State of New York
No. 01VA6202425
Qualified in Suffolk County
Term Expires March 18, 2017

KPMG LLP

Name of submitting business

EDWARD N. LEE

Print name

Edward N. Lee

Signature

PARTNER

Title

07 / 25 / 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. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire ~~(*)~~

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Thomas Mulvihill
Date of birth 07/10/70
Home address 186 Manhasset Woods Rd
City/state/zip Manhasset, NY 11030
Business address 1350 Avenue of the Americas
City/state/zip New York, NY 10019
Telephone 917 375 4445
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) Managing Director 6/23/08 to present
3. Do you have an equity interest in the business submitting the questionnaire?
YES ___ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X 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? YES ___ NO X If Yes, provide details.

~~(*)~~ Please note: KPMG is a partnership which does not have any officers or individuals who own/hold more than 10% ownership interest. As such, this form is being completed from the perspective of the engagement lead, Thomas Mulvihill. Rev. 3-2016

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide 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? YES ___ NO ☒ 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? YES ___ NO ☒ 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? YES ___ NO ☒ 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? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ 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? YES ___ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ 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? YES ____ NO ☒ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas Mulvihill, 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 22nd day of July 2016

Desseiré C. Fahie
Notary Public

DESSEIRÉ C. FAHIE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6298355
Qualified in Queens County
My Commission Expires March 10, 2018

KPMG
Name of submitting business

Thomas Mulvihill
Print name

Thomas Mulvihill
Signature

Managing Director
Title

7, 22, 16
Date

Business History Form

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

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

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

Date: June 6, 2016

1) Bidder's/Proposer's Legal Name: KPMG LLP

2) Address of Place of Business: 345 Park Avenue, New York, NY 10154

List all other business addresses used within last five years:

KPMG LLP has 89 offices throughout the United States. A list of addresses can be provided if needed.

3) Mailing Address (if different): Not-applicable

Phone: (212) 758-9700

Does the business own or rent its facilities? Both

4) Dun and Bradstreet number: 00-166-7906

5) Federal I.D. Number: 13-15565207

6) The proposer is a (check one): ____

Sole Proprietorship ____

Partnership ____

Corporation ____

Other (Describe) ☒ Limited Liability Partnership

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

Yes ____

No ☒

If Yes, please provide details: Not-applicable

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

Yes ☒

No ____

If Yes, please provide details: KPMG has an ownership interest in certain subsidiaries, but to the best of our knowledge those subsidiaries will not be involved in providing the services under this proposal.

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

Yes ☒

No ____

If Yes, provide details. KPMG has an ownership interest in certain subsidiaries and third party service providers. To the extent any such subsidiary or service provider will provide direct services in connection with KPMG's performance of the proposed engagement, such subsidiary or service provider is disclosed in this proposal, in Appendix E - Item 71. (KPMG Corporate Finance LLC, KPMG Global Services and KPMG

Global Delivery Center and other KPMG Member Firms). Subsidiaries and service providers that are not anticipated to directly provide services pursuant to the RFP have not been disclosed.

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 ☒

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). KPMG is a nationwide accounting firm and works on thousands of engagements each year across the country. From time to time KPMG like other major professional services firms may receive a question or complaint from a client about the conduct of a particular engagement. KPMG attempts to promptly address and resolve issues with clients, so that clients do not invoke contractual termination or default clauses. While the firm does not centrally track contract terminations. KPMG is not aware of any significant issues, relating to contracts with other clients in the last 5 years, or any terminations of those contracts, which would present any concerns with respect to KPMG's ability to successfully perform the services contemplated by this proposal.

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

Yes ☐

No ☒

If Yes, state date, court jurisdiction, amount of liabilities and amount of assets Not-applicable

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes ☐

No ☒

If Yes, provide details for each such investigation. As is the case with all major professional services firms, given the large number of KPMG clients who are registered with, or otherwise regulated by, the SEC, FDIC, Federal Reserve Board, various stock exchanges or other regulatory or self-regulatory entities ("Regulators"), or who may otherwise be the subject of an investigation or informal inquiry by a Regulator or other government agency (including, but not limited to the Department of Justice, Internal Revenue Service, various federal, state and local Offices of Inspectors General, state attorneys general and other federal, state and local law enforcement agencies, collectively "Investigators"). KPMG regularly is asked to, and does, cooperate with informal inquiries and formal investigations by responding to numerous subpoenas and informal requests for information from various Regulators and Investigators related to services provided to clients, or investigations by Regulators (including by the SEC, the Public Companies Accounting Oversight Board and/or various state boards of accountancy) regarding KPMG's compliance with laws, rules and regulations. Many of these investigations are not public, and we are frequently not privy to the Regulator's or Investigator's thoughts or focus with respect to the investigation. In the vast majority of cases, investigations in which KPMG receives a subpoena or other request for information are closed without any action being threatened or taken against KPMG. We are not aware of any pending investigation by any Regulator or Investigator that would materially affect the firm's operations or our ability to provide services under this proposal.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not

limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

Yes ☐

No ☒

If Yes, provide details for each such investigation. As is the case with all major professional services firms, given the large number of KPMG clients who are registered with, or otherwise regulated by, the SEC, FDIC, Federal Reserve Board, various stock exchanges or other regulatory or self-regulatory entities ("Regulators"), or who may otherwise be the subject of an investigation or informal inquiry by a Regulator or other government agency (including, but not limited to the Department of Justice, Internal Revenue Service, various federal, state and local Offices of Inspectors General, state attorneys general and other federal, state and local law enforcement agencies, collectively "Investigators"), KPMG regularly is asked to, and does, cooperate with informal inquiries and formal investigations by responding to numerous subpoenas and informal requests for information from various Regulators and Investigators related to services provided to clients, or investigations by Regulators (including by the SEC, the Public Companies Accounting Oversight Board and/or various state boards of accountancy) regarding KPMG's compliance with laws, rules and regulations. Many of these investigations are not public, and we are frequently not privy to the Regulator's or Investigator's thoughts or focus with respect to the investigation. In the vast majority of cases, investigations in which KPMG receives a subpoena or other request for information are closed without any action being threatened or taken against KPMG. We are not aware of any pending investigation by any Regulator or Investigator that would materially affect the firm's operations or our ability to provide services under this proposal.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

Yes ☐

No ☒

If Yes, provide details for each such charge. To the best of our knowledge, no current Partner or Principal of KPMG LLP has been charged with a crime relating to the conduct of the firm's business.

b) Any misdemeanor charge pending?

Yes ☐

No ☒

If Yes, provide details for each such charge. To the best of our knowledge, no current Partner or Principal of KPMG LLP has been charged with a crime relating to the conduct of the firm's business.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

Yes ☐

No ☒

If Yes, provide details for each such conviction. To the best of our knowledge, no current Partner or Principal of KPMG LLP has been convicted of a crime relating to the conduct of the firm's business.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

Yes ☐

No ☒

If Yes, provide details for each such conviction. To the best of our knowledge, no current Partner or Principal of KPMG LLP has been convicted of a crime relating to the conduct of the firm's business.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
Yes X

No

If Yes, provide details for each such occurrence. As is the case with all major professional services firms, given the large number of KPMG clients who are registered with, or otherwise regulated by, the SEC, FDIC, Federal Reserve Board, various stock exchanges or other regulatory or self-regulatory entities ("Regulators"), or who may otherwise be the subject of an investigation or informal inquiry by a Regulator or other government agency (including, but not limited to the Department of Justice, Internal Revenue Service, various federal, state and local Offices of Inspectors General, state attorneys general and other federal, state and local law enforcement agencies, collectively "Investigators"), KPMG regularly is asked to, and does, cooperate with informal inquiries and formal investigations by responding to numerous subpoenas and informal requests for information from various Regulators and Investigators related to services provided to clients, or investigations by Regulators (including by the SEC, the Public Company Accounting Oversight Board and/or various state boards of accountancy) regarding KPMG's compliance with laws, rules and regulations. Many of these investigations are not public, and we are frequently not privy to the Regulator's or Investigator's thoughts or focus with respect to the investigation. In the vast majority of cases, investigations in which KPMG receives a subpoena or other request for information are closed without any action being threatened or taken against KPMG. We are not aware of any pending investigation by any Regulator or Investigator that would materially affect the firm's operations or our ability to provide services under this proposal.

Occasionally, our regulators, primarily the SEC or PCAOB, have commenced administrative proceedings against an individual partner and have sought penalties such as suspension from practicing before the SEC. Actions brought by the SEC are a matter of public record, but administrative proceedings commenced by the PCAOB are privileged and confidential pursuant to Section 105 of the Sarbanes-Oxley Act and any PCAOB discipline or sanction becomes public only after being affirmed by the Board.

In January 2013, the SEC announced that it had instituted an administrative proceeding against a current KPMG audit partner and senior manager, arising out of KPMG's audit of the financial statements of TierOne Bank for the fiscal year ended December 31, 2008. (The Firm was not charged.) The SEC claimed that our partner and senior manager did not satisfy professional standards in planning and performing the 2008 audit, including the audit procedures relating to management's estimates of the Allowance for Loan Losses and Leases and related internal controls over financial reporting. In the fall of 2012, the SEC filed two separate enforcement actions against three former senior executives of TierOne Bank (the CEO, COO, and chief credit officer), alleging that they participated in a fraudulent scheme to understate millions of dollars in losses and mislead investors and federal regulators. Significantly, the SEC complaints against the Bank's former executives allege that they defrauded the KPMG auditors by making materially false statements in connection with KPMG's work for TierOne. Our partner and senior manager presented the facts in support of their work at a trial in late 2013. Respected expert witnesses supported the work of our audit team, and testified that they acted appropriately, and that the TierOne audit work was conducted in accordance with professional standards. In July 2014 KPMG received the Initial Decision of the SEC administrative law judge. The judge ruled that the partner and senior manager did not comply with applicable auditing standards, and she ruled that the partner should be precluded from practicing before the SEC for a period of 1-year, and that the senior manager should be precluded from practicing before the SEC for 6 months. As to each individual, reinstatement of the right to practice before the SEC would occur automatically after the expiration of the time periods noted above. KPMG respectfully disagrees with the judge's ruling, and the partner and senior manager have appealed. The SEC has accepted the individuals' appeal, and as provided in the Initial Decision itself, the decision will not become final (and the restrictions on the individuals' rights to practice before the SEC will not take effect) until the appeals process is concluded.

From time to time, a state board of accountancy may discipline or impose a sanction on an individual KPMG partner or employee, for example, for failure to renew a CPA license on a timely basis, or for a

failure to obtain the required amount of CPE on a timely basis. We do not believe that these matters materially affect the Firm's operations or our ability to perform services for you.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

Yes X

No

If Yes, provide details for each such instance. Please see 14) e

We do not believe that these matters materially affect the firm's operations or our ability to provide services to you.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

Yes

No X

If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. Not applicable

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

17) Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

Our firm has more than 1,800 partners and more than 20,000 employees across the country, and it would be impossible for us to canvass all of our partners and employees to determine whether

(a) any individual partner or employee has a financial relationship that might create a conflict of interest or the appearance of a conflict of interest in connection with KPMG acting as a collection agent on behalf of Nassau County, or

TM

(b) whether any individual partner or employee has a family relationship with any Nassau County public servant that might create a conflict of interest or the appearance of a conflict of interest in

connection with KPMG acting as collection agent TM on behalf of Nassau County. However, we have canvassed the proposed members of the KPMG engagement team, and to the best of our knowledge the currently proposed members of the engagement team do not have any financial or family relationships with any Nassau County employee which would give rise to a conflict of interest.

KPMG uses comprehensive procedures and a suite of technology tools to help safeguard that the firm and applicable personnel are independent of the firm's audit clients. The Lead partner on an engagement is responsible for KPMG's continued independence from the client and will continually monitor our service and investment relationships by using the tools described below. In addition, the firm provides mandatory annual independence training for all professionals and holds them personally accountable for their independence. Our independence procedures meet or exceed standards set by the SEC, PCAOB, Government Accountability Office, and all other applicable regulatory bodies. We have substantially completed our independence due diligence and are confident that we can be independent upon appointment.

KPMG's Independence Technology Tools

Service Independence – Our automated services reporting system, Sentinel, helps make sure that KPMG does not perform any audit or non-audit services anywhere in the world that could jeopardize our independence. The lead partner will be notified through Sentinel whenever any KPMG partner anywhere attempts to begin a new engagement with a client, and he/she must approve that engagement before the work can begin. The lead partner will obtain your requirements from your audit committee, and the information will be entered into this system.

Investment Independence – The KPMG Independence Compliance System (KICS) is a Web-based tracking system to monitor investments and other financial interests of the firm and personal investments of partners and managers. Before buying stocks of public companies, KPMG professionals must access the system to determine if the investment is restricted. They must enter all new investments into KICS within 14 days. Individuals who have reported holdings of investments that later become restricted are automatically notified and must sell the investment within five business days.

Compliance with Rules – All KPMG professionals must use our electronic independence and code of conduct confirmation process at least once a year to confirm their understanding of and compliance with the firm's code of conduct and independence rules. As an extra safeguard, KPMG audits selected confirmations and information reported in KICS.

Business Relationship Independence – The KPMG Conflicts Check System uses a conflicts database that contains up-to-date information on business relationships, current and prohibited. At the request of the engagement team, a conflict report is generated from this database. The lead partner reviews the report and acts on its findings.

Our promise of professionalism to each other, our clients, and the capital markets we serve is the basis for everything we do at KPMG and the foundation for each of our strategic priorities. To uphold our promise of professionalism, we maintain an extensive system of quality controls that meet or exceed the rules and standards issued by the PCAOB and the requirements of the AICPA.

KPMG has made significant enhancements to its system of quality controls over the past three years, including the separation within the firm of responsibility for Operations, Professional Practice/Risk Management, and Legal and Compliance. This separation was implemented at the top of the firm, by assigning our deputy chairman responsibility for Professional Practice/Risk Management. We also established an executive vice chair position for Operations and an executive vice chair for Legal and Compliance, each of whom reports directly to the chairman. Each individual measure within our quality

control system is strengthened by the "tone at the top" of our organization—one of strict adherence to ethics and integrity.

Attachments to Business History Form

- 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.

See Attachment 1: Resumes.

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.

146 years (Firms history dates back to 1870)

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

Please see the financial information herein in Appendix C-2 – KPMG Financials and References

- D. Provide names and addresses for no fewer than two (2) references for whom the proposer has provided similar services or who are qualified to evaluate the proposer's capability to perform this work.

Exceeding the expectations of our clients and maintaining high levels of client satisfaction is our goal on every engagement. We encourage you to contact the references listed below to hear their candid feedback about KPMG—including our service, our industry and engagement qualifications, and our professionals. We believe that speaking to other clients regarding similar engagements will provide a true depiction of what you can expect when working with us.

Company	Dormitory Authority of the State of New York
Contact Person	Paul Koopman
Address	515 Broadway
City/State	Albany, NY
Fax #	N/A
Telephone	518.257.3343
E-Mail Address	pkoopman@dasny.org

Company	Tampa Bay Water
Contact Person	Koni Cassini – Director of Fiscal Services *
Address	601 E. Kennedy Blvd.
City/State	Hillsborough County, FL
Fax #	N/A
Telephone	813-209-3001
E-Mail Address	cassinik@hillsboroughcounty.org

* Formerly Chief Financial Officer at Tampa Bay Water – Served as the project manager for the reservoir project

Company	Ohio Department of Transportation
Contact Person	Julie Brogan – Deputy Director
Address	1980 West Broad Street
City/State	Columbus Ohio, 43223
Telephone	614-466-2825
Fax #	N/A
E-Mail Address	jbrogan@dot.state.oh.us

Company	Indiana Finance Authority
Contact Person	Jim McGoff – Toll Road Oversight Director and Legal Counsel
Address	One North Capitol, Suite 900
City/State	Indianapolis, IN 46204
Fax #	N/A
Telephone	317-232-2972
E-Mail Address	JMCGOFF@ifa.IN.gov

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

CERTIFICATION

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

I, Thomas Mulvihill 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 ^{22nd} day of July, 2016.

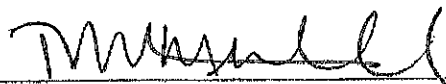
DESSEIRE C. FAHIE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6298355
Qualified in Queens County
My Commission Expires March 10, 2018



Notary Public

Name of submitting business: KPMG LLP

By: Thomas Mulvihill
Print name



Signature

Managing Director
Title

7 / 22 / 16
Date



Thomas Mulvihill

Managing Director

KPMG Corporate Finance LLC
Primary Office Location
345 Park Avenue
New York, NY 10154

Tel 212-864-3080
Fax 212-604-3281
Cell 917-375-4446
tmulvihill@kpmg.com

Education, licenses & certifications

- MBA and BBA, Pace University
- FINRA Licenses: Series 7, 24 and 63

Engagement Lead

Background

Tom is a Managing Director with KPMG's Infrastructure practice. He has over 20 years of experience in the US capital markets working in both public/municipal finance and project finance markets. He is accustomed to leading diverse advisory teams on complex, large-scale infrastructure programs and transactions. His experience includes utilities (energy and water/wastewater), transportation infrastructure (marine ports, airports, roads, bridges/tunnels and rail/transit) and social infrastructure (K-12 education, higher education, state and local government). Prior to working at KPMG, Tom worked on multiple tax-backed transactions, including tax increment financings based on ad valorem property taxes and special assessment districts, utilizing parcel taxes.

Tom has experience advising clients including:

- Nassau County – Nassau Veterans Memorial Coliseum P3 Project
- New York City Department of Environmental Protection – Biosolids Beneficial Reuse Project
- New York City Department of Environmental Protection – Upstate Hydroelectric Project
- Puerto Rico Public-Private Partnerships Authority – Caguas Commuter Train Project
- Commonwealth of Pennsylvania/Philadelphia Regional Port Authority – Southport Marine Terminal Project
- Massachusetts Department of Transportation – P3 Commission Program
- Amtrak – Northeast Corridor High-Speed Rail and Master Plan Project
- Delaware River Joint Toll Bridge Commission – Scudder Falls Bridge Project
- Massachusetts Bay Transportation Authority – Commuter Rail Operating Contract
- California High Speed Rail – Business and Finance plan
- Florida Department of Transportation – Tampa-Orlando High-Speed Rail Project
- Virginia Department of Transportation – US Route 460 Corridor Improvements Project

Professional and industry experience

- **Nassau Veterans Memorial Coliseum P3 Project** – Tom led KPMG's engagement to provide financial advisory services to Nassau County, New York, which included analysis of the potential financial returns and lease terms generated by the Project; evaluation of the financial qualifications and experience of the proposing firms; and Assessment of the financing plans to develop the Project by the proposing teams.

— **New York City Water Board/Department of Environmental**

Protection – Tom served as the lead strategic and financial advisor to New York City Water Board and DEP. He advised DEP with the review of Requests for Proposals (RFPs) related to the transportation, processing, and marketing of biosolids and sludge from NYC wastewater processing facilities for beneficial use. Tom also assisted DEP on Public-Private Partnership opportunities related to the development of three Upstate hydroelectric generation facilities. This work included review of Requests for Expression of Interests (RFEIs) from private sector partners, financial modeling and analysis of potential project structures, market sounding and assistance with the FERC application process.

- **Dormitory Authority of the State of New York (DASNY)** – Tom is currently serving as the lead financial advisor to the DASNY on the development of a new 700,000 square foot consolidated laboratory project – NY's first social infrastructure P3. DASNY intends for the project to be delivered as a Design-Build-Finance-Operate-Maintain P3 supported by availability payments to the private sector. KPMG has provided financial modeling and analysis, performed a market sounding with 17 market participants, provided white papers and benchmarking on various transactions and issues and will support DASNY in their procurement of the private partner.



Ed Crooks

Managing Director

KPMG Corporate Finance LLC
Primary Office Location
1876 International Drive
Suite 1200
McLean, VA 22102

Tel: 703-286-8610
Cell: 571-226-7222
ecrooks@kpmg.com

Function and specialization

Ed is an advisory managing director in KPMG's McLean office. He specializes in infrastructure and project finance advisory.

Education, licenses & certifications

- AB degree, Indiana University
- AAS degree, Purdue University (Fort Wayne)
- MBA degree, University of Chicago
- Professional Engineer, Texas (inactive)
- FINRA registrations: Series 79, 63 & 24

Water Sector Specialist

Background

Ed is a managing director in KPMG's Infrastructure Advisory team, specializing in advising public and private sector clients in structuring, procuring and financing major infrastructure projects. He has more than 30 years of experience in all aspects of infrastructure development, with extensive experience in public-private partnerships. Ed is a member of the EPA's Environmental Finance Advisory Board and leads KPMG's water and wastewater activities in the US.

Professional and industry experience

Ed's infrastructure experience includes commercial structuring, joint ventures, financial analysis, and limited recourse financing. Previously, Ed was Vice President of Bechtel Enterprises Holdings, the finance, development and investment arm of the Bechtel Group. While at Bechtel, Ed served as Project Finance Director for International Water, a water development subsidiary, and managed the financing for water/wastewater project across Europe. Before joining Bechtel, he was a project engineer for a civil engineering consulting firm. Ed's select project experience includes:

City of Baltimore, Department of Public Works: Ed leads the KPMG team serving as the City's Alternative Project Delivery advisor, responsible for assisting the Department in exploring and implementing a range of project delivery options including P3 for their water and wastewater program. Most recently, Ed's team supported the city in successfully completing its first construction manager at risk procurement for the \$350 million Back River Headworks Sanitary Sewer project.

Tampa Bay Water: Ed led the KPMG team in serving as TBW's Strategic Procurement Advisor for the ~\$150 million rehab of the CW Bill Young Reservoir. KPMG's work entailed detailed review of project delivery options, market outreach, procurement structuring and implementation, and negotiations support.

California High Speed Rail Authority: Ed supported the Authority in developing a project delivery strategy for their \$30 billion implementation of the initial operating segment. This work entailed extensive coordination between the Authority, its technical and legal advisors, and the private sector to devise a plan for designing, building and operating the project.

Experience prior to KPMG:

Crivina Water Treatment Plant: Ed led the team for a competitive bid for a 9 m3/sec water treatment facility. Tasks included: managing financial analysis, engaging and managing external advisors, identifying sources of capital, presenting key findings to investment committee, and drafting final proposal.

Bielsko-Biala Water Privatization: Ed led the first privatization of a water company in Poland, including: managing external legal, financial and accounting advisors; arranging share purchases; negotiating key commercial terms with city leaders; and presenting final case to the investment committee.



Stephen Hill

Director

KPMG Corporate Finance LLC
Primary Office Location
345 Park Avenue
New York, NY 10164

Tel 212 864 7436
Cell 903 738 3607
shill2@kpmg.com

Education, licenses & certifications

- MS, Wake Forest University
- BBA, Baylor University
- CPA, Licensed in Texas
- FINRA Licenses: Series 63 and 79

Procurement Lead

Background

Stephen is a director in KPMG's Infrastructure Advisory practice, specializing in advising private and public sector clients in structuring, procuring and financing major infrastructure projects. Stephen is active with various financial modeling and commercial structuring elements of public-private partnership and project finance transactions. Stephen has advised on over \$8 billion of public-private partnership projects that have successfully reached close. Stephen's experience includes advising on the \$229 million, 10,000 seat Nassau Veterans Memorial Coliseum refurbishment project in New York where a private developer was selected to design, build, finance, and operate the facility for a 34 year term in exchange for a minimum annual lease payment and revenue sharing provisions.

Professional and Industry experience

- **Nassau Veterans Memorial Coliseum:** Provided financial advisory services to Nassau County, New York, which included assisting in the review of the short-listed proposals to redevelop the Nassau Veterans Memorial Coliseum
- **Fort Lauderdale Downtown Development Authority – Federal Courthouse Feasibility Study:** Lead day to day advisor on a feasibility study for a new Federal Courthouse in downtown Fort Lauderdale. Assisting the Fort Lauderdale Downtown Development Authority with conducting analyses for different transaction and delivery options, assessing the potential implementation of the project through a P3, identifying potential additional sources of revenue, and conducting preliminary financial projections.
- **I 4 Ultimate Project:** Lead day to day advisor on Florida's largest availability payment public private partnership project to date. Assisting Florida DOT with Value for Money analyses, preparation of applications for TIFIA credit assistance and allocation of PABs, and advice on development of the procurement and contractual documents. The \$2.1 billion project reached financial close in September 2014.
- **North Tarrant Express, Segments 3A/3B:** Assisted the Texas DOT with financial modeling and public sector comparator analysis of the project. The \$1.3 billion DBFOM project reached financial close in September 2013.
- **Ohio River Bridges, East End Crossing:** Assisted the Indiana DOT with financial modeling and procurement support for the state's first availability payment project. The \$1.2 billion DBFM project reached financial close in March 2013.
- **FIA Facilities Improvement Program:** Currently conducting commercial feasibility assessments for various global motorsport

~~race-track projects as part of an advisory consortium led by Apex Circuit Design.~~

- **Route 460 Project:** Assisted the Virginia Department of Transportation with financial modeling, preparation of applications for TIFIA credit assistance, and advice on development of contractual documents. The project was valued at \$1.4 billion and reached financial close in December 2012.
- **Midtown Tunnel/Downtown Tunnel/MLK Extension Project:** Assisted the Virginia Department of Transportation with financial modeling and assessing the commercial implications of various positions with respect to risk transfer in negotiations with private sector developers. The project was structured as a \$2.1 billion DBFOM and reached financial close in April 2012.



Alex Seleznyov
Manager

KPMG Corporate Finance LLC
Primary Office Location
1880 International Drive, McLean,
VA 22102

Tel 703-286-8036
Cell 202-247-7910
aseleznyov@kpmg.com

Education, licenses & certifications

- (MBA, Georgetown University, Washington, DC
- B.A. Westminster College, Fulton, MO
- Project Management Professional (PMP)
- FINRA License – Series 79

Day-to-Day Project Manager

Background

Alex is an experienced consultant and manager with KPMG's Infrastructure Advisory practice. For over a decade, he has consulted various public sector clients in the US and around the world, specializing in infrastructure finance, public-private partnerships, and economic development.

Professional and industry experience

Prior to joining KPMG, Alex was one of the founding leaders of Deloitte's P3 integrated market offering, where he played a key role in developing the practice and securing several significant client accounts. He started his career in economic development, serving public sector clients across the emerging markets for KPMG's Barents Group.

Relevant areas of specialization include advising public authorities in the successful implementation of P3 and privatization projects. Alex has conducted demand studies, feasibility studies, Value for Money, funding and financing options analyses for public sector clients on a variety of public infrastructure transactions in the transport, and social sectors.

Alex's select relevant project experience includes:

- **Virginia Department of Rail and Public Transport.** Strategic, commercial, and financial advice to support the evaluation of options for financing rail improvements in the Commonwealth for the Office of the Secretary of Transportation and DRPT.
- **North Carolina Department of Transport.** Assisted the NCDOT Rail Division to identify strategies and develop implementation roadmap for reducing service cost, increasing efficiencies in service delivery, and improving transparency of passenger rail operations.
- **US Army Corps of Engineers – Institute for Water Resources.** Advised the US Army Corps of Engineers on the establishment of the Alternative Financing Program for water projects, including flood and coastal storm damage reduction, inland water transportation, coastal harbors, aquatic system restoration, water supply storage, and hydropower.
- **Drew University.** Commercial and financial advisory for new academic space and student housing.
- **P3 program development – Government of Kazakhstan.** Team Leader of the EU-funded project in Kazakhstan, leading a comprehensive initiative to establish an organizational structure and developing capacity of Kazakhstan's PPP Unit. Completed a pre-feasibility study and initial project structuring for a pilot PPP transaction in social sector (hospital) for the Ministry of Healthcare.
- **Power utility privatization – Government of the Bahamas.** Assistance in the procurement process for the utility privatization; review of commercial and financial terms of the bids.



Leonard R. Berry

Managing Director

Backstrom McCrley Berry & Co

Education, licenses & certifications

- Master of Communications and a Bachelor of Arts degree with a major in Social Communications and General Studies from the University of Washington.
- Municipal Securities Principal, with Series 7, 24, 63, and 53 registrations

MBE + Traditional Water Financing Specialist

Background

Leonard Berry has over 20 years of combined professional experience in the investment banking and brokerage industry. He has served as a project leader in various investment banking capacities. Mr. Berry's activities included account development, structuring and marketing of bond issues, securities and investment sales, public/private advisory and financing initiatives, and general banking.

Professional and industry experience

Mr. Berry's relevant utility and financial advisory experience includes service to the following issuers: CA Department of Water Resources, Los Angeles Wastewater System, Santa Clara Valley Water District, City of Chicago Water & Wastewater, San Francisco Public Utilities Commission, Metropolitan St. Louis, Sewer District, San Francisco County Transportation Authority, Bay Area Rapid Transit District, Los Angeles County Metropolitan Transportation Authority, Port of San Diego, and Port of Los Angeles. Mr. Berry's also completed a P3 terminal development project for the Port of Oakland.

Mr. Berry holds a Master of Communications and a Bachelor of Arts degree with a major in Social Communications and General Studies from the University of Washington. Mr. Berry is a Municipal Securities Principal, with Series 7, 24, 63, and 53 registrations.



Edward N. Lee

Partner

KPMG LLP
Primary Office Location
1306 Walt Whitman Road
Suite 200 Melville, NY 11747

Tel 631-425-8053
Fax 631-956-9161
Cell 516-848-9483
enlee@kpmg.com

Function and specialization

Ed is a partner in KPMG's Long Island office. He specializes in serving government, healthcare, higher education, research and other not-for-profit clients.

Education, licenses & certifications

- BS degree, accounting, School of Professional Accountancy, Long Island University – Post Campus

Professional associations

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, New York State Society of CPAs (NYSSCPA)

Client Service Partner

Background

Ed is a partner in KPMG's Metro New York Government, Healthcare and Higher Education, Research, and Other Not-for-Profit practice. He has more than 18 years experience serving government, healthcare, higher education and not-for-profit organizations. Ed was also the Resource Partner for KPMG's Long Island Office, responsible for overseeing the staffing of audit engagements, manager workloads and KPMG's employee performance management process. Ed took a two year hiatus from KPMG during which he was the Controller for Hofstra University.

Professional and industry experience

Ed has significant experience serving government, health care, higher education, research, and other not-for-profit organizations in the Metro New York area. He also has extensive experience in performing audits in accordance with OMB Circular A-133, various cost reports required by the New York State department of health, electronic filing of annual financial statements on HUD REAC system, and agreed-upon procedures reports in connection with tax exempt bond offerings.

Ed has also assisted clients in documenting their internal controls and identifying leading practices. In addition, he has presented to several not-for-profit organization on topics such as Enterprise Risk Management and OMB Circular A-133.

Publications and speaking engagements

Guest speaker, represented KPMG at various meetings of Hospital Financial Management Association (HFMA), National Council of University Research Administrators (NCURA), Association of College and University Auditors (ACUA) and the NYSSCPA.

Other activities

- Long Island Business News -- 40 Under 40 (Class of 2010)
- Co-chairman, KPMG's Family for Literacy Program – Long Island Office
- Chairman, KPMG's Veterans Network – Long Island Office
- Chairman, Audit and Accounting Committee, Benevolent and Protective Order of Elks, Port Jefferson Lodge #2138
- Chairman, Drug Awareness Committee, Benevolent and Protective Order of Elks, Port Jefferson Lodge #2138
- Member, Ancient Order of Hibernians Division No. 8 – Selden
- Honorary Board Member and Corporate Recruitment Chair, American Diabetes Association- Long Island Chapter
- Member, KPMG's national instructor and quality performance review programs

Member, NYSSCPA Health Care Committee and Government Committee at the state level, as well as, Not-for-Profit Committee of the Suffolk Chapter



Michael Benouaich

Director

KPMG Corporate Finance LLC
Primary Office Location
Two Financial Center
80 South Street
Boston, MA 02111

Tel: 508 422 8542
mbenouaich@kpmg.com

Function and specialization

Michael works at the interface of strategy, finance, and engineering to enhance value and mitigate risks project finance and P3 transactions for large-scale infrastructure projects.

Education, licenses & certifications

- Massachusetts Institute of Technology, M.Sc., concentration Finance & Infrastructure Development
- Swiss Federal Institute of Technology, M.Sc., B.Sc., Civil Engineering
- FINRA Licenses: Series 79 & 63

Technical Specialist

Background

Michael is a Director with KPMG's Infrastructure Advisory practice. He has over 13 years of advisory experience in project finance, public finance, and development in the global infrastructure sector with a track record in public-private partnership (P3) transactions. Combining a background in finance and civil engineering, Michael works closely with technical and financial teams of government and industry owners, developers, and investors to:

- Evaluate infrastructure investments
- Identify and quantify project risks and develop allocation and mitigation strategies
- Develop innovative funding, financing, and procurement solutions
- Assess financial feasibility and build the business case to demonstrate Value-for-Money
- Structure contract terms that efficiently balance public policy objectives with commercial interests
- Build trust among sponsors, bidders, and stakeholders
- Lead transaction execution and support negotiations to successful close.

Michael has served as financial, strategic, and technical advisor for over 50 mandates in six countries and a number of pathfinder P3s in North America. Prior to joining KPMG, Michael led the P3 Advisory practice of Parsons Brinckerhoff, advising public-sector clients nationwide.

Professional and industry experience

- **Private Client, Texas** – Led financial analysis for private developer submitting an unsolicited proposal to develop a \$250 million, limited-recourse water pipeline to extract and transport underground water over 60 miles in Central Texas under a concession model.
- **Private Client, Texas** – Led financial feasibility analysis for the development of 3500 MW of generating capacity, including 2200 MW of wind power, and 300 miles of new transmission lines in Western Texas under a concession model.
- **Pennsylvania Department of Transportation, Rapid Bridge Replacement Project** – Strategic and financial advisor to PennDOT on the procurement of a \$1.1-billion DBFM concession contract for the replacement and 25-year maintenance of 558 structurally-deficient bridges statewide. Developed and coordinated commercial, financial, and technical terms across concession contract documents.
- **North Carolina Department of Transportation, I-77 HOT Lanes and Mid-Currituck Bridge** – Led the development of the commercial terms, toll policy, toll services agreement, and technical provisions for the procurement of the \$600 million, 35-year DBFOM toll concessions.

— **Maryland Transit Administration, Purple Line LRT Project** —

Advised the MTA on procurement, commercial, and financing strategy for the delivery of the \$2.1 billion DC Purple Line light rail transit system using P3 alternatives. Led development of the P3 structure for the Purple Line and build the business case and Value-for-Money analysis to support decision-making.

- **Regional Transportation District, Denver, CO, FasTracks Eagle P3 Project** — Advised the RTD on operating risk evaluation and calibrated the concession's availability payment mechanism for the \$2.1 billion project FasTrack commuter rail project.

- **San Francisco County Transportation Authority and Caltrans, CA, Presidio Parkway P3** — Advised on the procurement of the first availability payment concession in the state for the \$352 million Presidio Parkway. Led development of the business case and the Value-for-Money analysis, as part of the joint venture team. Developed and coordinated commercial, financial, and technical terms across concession contract documents.

- **Madden-Colón Toll Highway Concession, Republic of Panama** — Financial advisor to the Ministry of Public Works, carrying out the valuation of the Madden-Colón Toll Highway concession.

- **Internal Revenue Service, US, Valuation** — Financial advisor caring out the valuation of a privately-held passenger bus transportation company in support of tax litigation.



Henry Berling

Managing Director

hberling@kpmg.com

Function and Specialization

Managing Director, Corporate Finance
Energy, Oil & Gas

Education, Licenses & Certifications

- Villanova University;
- BS in Accountancy with Honors
- Certified Public Accountant (CPA)
- Investment Banking Representative (Series 7)
- Securities Representative (Series 63)

M&A Specialist

Background

Henry is a Managing Director in the Richmond VA, office of KPMG Corporate Finance. He specializes in providing financial advisory and M&A service offerings relating to mergers, acquisitions, and capital raising for energy and industrial companies.

Professional and Industry Experience

Prior to joining KPMG, Henry was a Senior Managing Director with Ewing Berniss & Co. where he was instrumental in building the firm's energy investment banking effort, a market-leading advisory practice focused on developers of renewable and distributed energy projects, and providers of products and services to the oil and gas sector. Henry was also active in the Ewing Berniss' principal investing activities. Prior to Henry's investment banking career, he was a supervising senior tax consultant in the financial services area with KPMG Peat Marwick LLP in Richmond, Virginia.

Representative Clients

- Selected M&A advisory engagements include the following:
- Sale of 144MW oil and landfill gas fired portfolio of power generation projects
- Sale of 20MW wind power plant located in the Midwest
- Buy-side advisory for a private equity firm's acquisition of a midstream oil and gas services company in Appalachia
- Sale of leading logistics and transportation company focused on oilfield products
- Sale of leading manufacture of gas processing plants
- Sale of the marine fuel distribution business for a leading fuel distribution company focused on the Southeast and Caribbean
- Sale of 42MW natural gas fired power plant located in the Midwest
- Sale of a 10MW portfolio of oil and gas fired demand and curtailment management projects
- Equity placement for a manufacturer and operator of anaerobic digestion vessels targeted to the food and beverage industry
- Sale of a portfolio of 50MWs of biomass power projects
- Debt recapitalization of a 20MW hydro power plant
- Equity placement for the development of a 120MW geothermal power plant



Stephen W. Guy

Managing Director & Group Head

KPMG Corporate Finance LLC
1 East Pratt Street, 8th Floor
Baltimore, MD 21202

Tel 410-949-8909
Fax 410-558-6864
Cell 410-409-4159
sguy@kpmg.com

Function and Specialization

Steve is a senior member of the Corporate Finance practice, specializing in advising on mergers, acquisitions and divestitures.

Education, Licenses & Certifications

- BS (Finance and Economics), Virginia Tech, Blacksburg, Virginia
- MBA (Finance), University of Maryland, College Park, Maryland
- General Securities Representative (Series 7)
- General Securities Principal (Series 24)
- Securities Agent (Series 63)
- Investment Banking Representative (Series 79)

Financing Specialist

Background

Steve joined KPMG Corporate Finance in 2001. His experience in both advisory and corporate capacities includes a wide range of corporate finance responsibilities, including execution and advisory work covering mergers, acquisitions, divestitures, private equity investments, financings, valuations, and strategic assessments.

Steve has worked with start-ups, private/family-owned, middle market public and Fortune 500 companies in a number of industries including business services, tech services and software, industrials, government contracting, engineering & construction, facilities management, logistics & transportations, aerospace and defense, healthcare/med devices and industrial services. Additionally, he has extensive international experience, having worked on cross border transactions involving companies based in Canada, Europe, Asia Pacific, and South America.

Professional and Industry Experience

Steve began his career at Goldman, Sachs & Co. in New York, and went on to lead the corporate business development activities for a US\$4 billion non-regulated subsidiary of Columbia Energy Group. Prior to Columbia, Steve worked in a corporate development capacity for Perot Systems Corporation, a multi-national information technology services and consulting company, where he executed acquisitions, outsourcing engagements, joint ventures, and private equity investments.

Steve is Group Head of the Business Services industry sector and also leads the practice's institutional referral channel relationships, primarily with large bulge bracket investment banks, wealth advisors, law firms, regional accounting firms, and other key referral channels.

Representative Clients

- Advised AEA Technology Group plc on the sale of Project Performance Group to Global Analytics Information Technology Services
- Advised AEA Technology Group plc on the sale of Eastern Research Group Inc. to management
- Advised Siteworx, Inc. on its recapitalization with RLH Equity Partners
- Advised on the sale of RWD Technologies, LLC to General Physics Corporation (NYSE: GPX)
- Advised Empire Investment Holdings on the sale of their portfolio company, VITEC Solutions LLC
- Advised Electrolux AB on the sale of its Baring Industries division to Duray/J.F. Duncan
- Advised RWD Technologies, LLC on the sale of its performance improvement software division to Court Square Capital Partners

-
- Advised Diversified Maintenance Systems, Inc. on its recapitalization led Frontenac Company
 - Advised IZI Medical Products on its recapitalization led by Riverside Partners
 - Advised LifeShield Engineering Systems on its sale to The Sherwin-Williams Company (NYSE: SHW)
 - Advised Rock-It Cargo on its recapitalization and raising mezzanine financing with Spring Capital
 - Advised Zellweger Luwa Group on the sale of its Luwa Americas engineering division to management
 - Advised Hewlett Packard's Managed Services division on a global acquisition mandate across 22 countries
 - Advised CACI International on the review of their capital structure and optimal acquisition financing strategies
 - Advised Vosper Thornycroft Holdings plc (VT Group plc) on its acquisition of Griffin Services, Inc.
-



Iain Tester

Director

KPMG Corporate Finance LLC
Primary Office Location
111 Congress Ave, Austin,
Texas 78735

Tel 512-501-5328
Cell 512-983-7494
iaintester@kpmg.com

Function and specialization

Iain is an advisory director in KPMG's Austin office. He specializes in infrastructure and project finance advisory

Education, licenses & certifications

- BEng (Hons) degree in civil engineering
- Chartered Engineer
- FINRA Licenses: Series 7, 63, 24
- Member, Institution of Civil Engineers

Water Sector Financing

Background

Iain has 13 years of advisory experience on infrastructure projects. He has a background in project finance banking and has structured senior funding facilities across a range of market sectors. Iain is currently advising the Indiana Finance Authority on the development of the East End Crossing project, part of the Ohio River Bridges Project.

Professional and industry experience

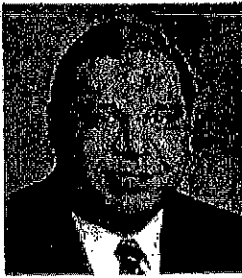
Iain has provided strategic and commercial advice on a number of water sector projects, including advice on assessing early project feasibility and project structures. Iain has advised many public and private owner clients in the development of project evaluation analyses; development of public sector reference cases in order to assess value for money and risk; reviewing financial models; and negotiating funding and commercial agreements.

Iain's select relevant sector experience includes:

- **NSC Agua** – development of Greenfield desalination project; including project evaluation and feasibility;
- **Aqua America** – confidential project; asset feasibility analysis
- **Tampa Bay Reservoir Project** – review of key commercial terms and proposed transaction structures;
- **Ajman Wastewater project, United Arab Emirates** – arranged senior debt finance and undertook credit analysis for limited recourse project finance asset
- **Umm Al Nar IWPP, United Arab Emirates** – arranged senior debt finance and undertook credit analysis for limited recourse project finance asset
- **Dalmuir Wastewater project, Scotland** – bid development and structuring for equity sponsors on a \$80 million design, build, finance, operate and maintain waste water facility developed to meet EU clean water regulations.

Select project experience:

- **California High Speed Rail Authority:** provided financial and strategic advisory services to the Authority on the development of a funding and financing plans for the delivery of a \$64 billion high speed rail service between San Francisco and Los Angeles;
- **Brent Spence Bridge** – development of options analysis for Ohio Department of Transportation regarding the development of \$2.5 billion crossing over Ohio River;
- **Michigan Department of Treasury** – provided advice to establish public-private partnership program within the Department of Treasury.



Raj Shelat

Director

KPMG Corporate Finance LLC
Primary Office Location
1660 International Drive, McLean,
VA 22102

Tel 703-288-8706
Fax 703-663-9345
Cell 410-808-1252
rajshelat@kpmg.com

Function and specialization

Raj is an advisory director in KPMG's McLean office. He specializes in program/project management and oversight, strategic planning, performance measurement, process improvement, organizational review, and business continuity consulting services to state and local governments

Education, Licenses & Certifications

- Bachelors degree in civil engineering
- Masters degree in environmental engineering
- Masters degree in finance and international business
- Project Management Professional (PMP)
- FINRA Licenses – Series 79 and Series 83

Water Sector Procurement

Background

Raj is a director in KPMG's Infrastructure practice based in Washington DC metro area with more than 15 years of experience in program and project management support across all phases of the project lifecycle. His project management experience includes project planning, developing functional and technical requirements, project cost and schedule monitoring, performing process redesign, organizational and management reviews, and performing business continuity planning.

Professional and industry experience

Raj specializes in managing large scale consulting engagements covering capital improvement program planning, innovative service delivery models and funding strategies, program management, business process improvement, IT assessment and integration, and financial analysis for public sector utilities and transportation agencies. He has successfully developed comprehensive project management plans and has actively managed mission-critical projects for large federal and state agencies. Raj brings extensive knowledge and experience of managing high-profile projects with substantial public significance for a wide range of federal and state government organizations. Raj's select relevant project experience includes:

- **Tampa Bay Water:** Raj provided strategic and procurement advisory services for the ~\$150 million rehab of the CW Bill Young Reservoir. KPMG's work entailed detailed review of project delivery options, market outreach, procurement structuring and implementation, and negotiations support.
- **Hillsborough County, Florida Water Department.** Raj led a team conducting a performance and operational review of the Department, including comprehensive review and assessment of applicable laws, statutes, ordinances, and business practices. The recommendations for improvement proposed by the team resulted in annual cost savings of approximately \$3.5 million.
- **District of Columbia Water and Sewer Authority.** Raj led a project team to implement a new financial management system for the Authority. The project involved evaluating the Authority's core financial business processes, policies, procedures and practices, assessment of management information systems and gap analysis, and implementing a new accounting classification structure to improve financial reporting, budgeting, cost allocation, accounts payable, accounts receivable, and cash management functions.

~~Tampa Bay Water – Governance and Financing Study~~, Raj

managed governance and financing study for the Tampa Bay Water Authority, a major water wholesaler in southwest Florida. The governance and financing alternatives were presented to the various state and local government agencies, legislatures, environment interest groups, and business associations to gain their feedback and acceptance. Recommendations presented in the final report were approved by the Florida legislatures in their entirety and the report was instrumental in passing of a state law that facilitated the reorganization of the Authority.



David M. Neuenhaus

*Principal, Inbound Tax, Mergers & Acquisitions
Global Tax Lead, Infrastructure*

KPMG Corporate Finance LLC
Primary Office Location
345 Park Avenue
New York, NY 10164

Tel 973-812-8348
Fax 207-730-7636
Cell 917-400-9272
dneuenhaus@kpmg.com

Function and specialization

David specializes in advising institutional clients investing and structuring cross-border investments and acquisitions

Education, licenses & certifications

- LL.M. in Taxation, NYU
- J.D., with honors and tax honors, Rutgers School of Law
- B.A., Accounting, SUNY Buffalo
- Member of Legal Bar, States of New York and New Jersey
- Prior Past Chair, International Section, New Jersey State Bar Association
- Member of PREA

Tax Specialist

Background

David is a Tax Principal in KPMG's Inbound Tax practice. As a member of the Inbound Tax Practice, David is responsible for servicing and coordinating US tax matters in relation to a number of jurisdictions, including The Netherlands, the Nordic Region and Russia. He also serves as the Global Tax Lead for KPMG's Infrastructure Network.

David has lived and worked in both the US and Europe as a tax advisor and has more than 17 years of experience in tax planning and structuring transactions. David has assisted numerous companies successfully expand their operations into the US

Professional and industry experience

David is responsible for the coordination and delivery of tax services in relation to Infrastructure projects. Recent activities include:

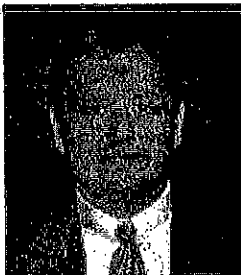
- Advising a foreign based consortium on the acquisition and subsequent IPO of a US portfolio company. Services provided include global coordination of due diligence, financing and structuring considerations, development of holding company structures, tax treaty planning and section 892 considerations.
- Advising client on the rationalization of existing US portfolio and investment holdings, and the development of procedures for the review and structuring of future investments, dispositions and tax compliance obligations. Considerations included coordination with home country tax rules, FIRPTA tax planning and reporting, publicly traded partnership (PTP) rules, the preservation and utilization of tax attributes, tax treaty planning and the administration of federal, state and international tax compliance burdens.
- Advising clients on the taxation and compliance burdens under special US withholding, documentation and reporting regimes, including Withholding Foreign Partnership rules and the FATCA/Intergovernmental Agreement rules.
- Advising a state port authority agency in relation to the lease/sale of port properties and expansion opportunities.
- Advising an infrastructure fund on classification of mid-stream asset for investor and restructuring related purposes

Publications and speaking engagements

David is a frequent speaker at tax seminars and trainings, as well as an author of a numerous articles, including:

- Tax Analysts, Tax Notes International, 'Inbound Investment Fund Problems and Withholding Foreign Partnership Status', Vol. 58, no. 4 (April, 2010).
- Tax Analysts, Tax Notes International, 'U.S. Tax Reporting Obligations for Foreign Intermediaries' Non-U.S. Securities', Vol. 47, No. 10 (September, 2007).

- The Journal of Private Equity, 'U.S. Tax Planning Considerations for Investments in Foreign Portfolio Companies', Vol 8, no. 1 (Winter 2004).
- Private Equity International, The 2004 Fund Administration Handbook, 'Going International' (June 2004).
- Tax Analysts, Tax Notes International, 'Circular Cash Doctrine in International Restructurings,' Vol. 35, No. 4 (July, 2004).
- BNA Tax Planning International Review, 'Restructuring Opportunities Under the U.S.-Netherlands Income Tax Treaty,' Vol. 29, No. 5 (May 2002).
- BNA Tax Planning International Financing, 'Commonly Encountered Qualified Intermediary Issues,' Vol. 2, No. 5 (May 2002).



Gregory Driscoll

Partner

KPMG Corporate Finance LLC
Primary Office Location
Two Financial Center
60 South Street
Boston, MA 20111

Tel 617-988-1018
Fax 212-954-5346
Cell 203-881-6084
gdriscoll@kpmg.com

Function and specialization

Greg specializes in providing audit services to state and local governments, including municipal governments, public authorities and public employee retirement systems.

Representative clients

- City of New York Water and Sewer System
- City of New York, NY
- City of White Plains, NY
- Commonwealth of Massachusetts
- County of Nassau, NY
- Massachusetts Bay Transportation Authority
- Massachusetts Department of Transportation
- New York City Transit Authority
- New York State and Local Retirement System
- Port Authority of New York and New Jersey
- State of New York
- State-Boston Retirement System

Professional associations

- Member, AICPA
- Member, GFOA CAFR Special Review Committee
- Member, AGA, Boston Chapter
- Member, New York State Society of Certified Public Accountants (NYSSCPA)
- Member, NYSSCPA Government Accounting and Auditing Committee

Education, licenses & certifications

- BS, Fairfield University
- Licensed CPA, New York State, Commonwealth of Massachusetts

GASB Specialist

Background

Greg Driscoll is a partner with 20 years of experience in providing audit services to state and local governments and not for profit entities throughout the Northeast region.

Professional and industry experience

Greg has significant experience serving government clients throughout the Northeast. During this time, Greg has led engagement teams performing financial statement audits, Federal and state single audits, services related to public offerings of debt, and other attestation services. Greg also has served as a technical resource for many of the firm's largest and most complex government clients, most recently as a member of the firm's GASB 53 Derivatives Team specializing in the accounting and financial reporting for derivative instruments.

From 2003 through 2010, Greg served in the firm's national Department of Professional Practice. In that role, Greg was responsible for providing technical assistance and training programs to field personnel primarily in the areas of governmental accounting, auditing and reporting. In this role, Greg was consulted by the engagement teams for numerous large state and local government clients in the resolution of varied complex accounting and financial reporting issues.

From March 2006 through June 2008, Greg served as the KPMG Practice Fellow with the Governmental Accounting Standards Board (GASB). While serving in this role, Greg was involved with many GASB projects, including:

- GASB Statement No. 51, Accounting and Financial Reporting for Intangible Assets
- GASB Statement No. 53, Accounting and Financial Reporting for Derivative Instruments
- 2007 and 2008 versions of GASB's Comprehensive Implementation Guide
- GASB's project on service concession arrangements (public-private partnerships)

As part of his work on the GASB service concession arrangements (public-private partnerships) project, Greg also worked with the International Public Sector Accounting Standards Board (IPSASB) on their similar project. Greg participated in IPSASB Board meetings and was the key staff member involved in the issuance of IPSASB's Consultation Paper, Accounting and Financial Reporting for Service Concession Arrangements. Greg continues to monitor the work of the IPSASB through his participation in the firm's IPSASB Subcommittee. Since returning from the GASB, Greg has continued to participate in the governmental accounting standard setting process. He has participated on a number of GASB task forces and advisory committees, including those associated with GASB Statement No. 60, Accounting and Financial Reporting for Service Concession Arrangements, GASB Statement No.

62, Codification of Accounting and Financial Reporting Guidance

Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, the Derivative Instruments Implementation Guide, and revisions of the GASB Comprehensive Implementation Guide. He has also recently been appointed to the advisory committee for the new Pension Standards Implementation Guides. He also contributes to the firm's responses to GASB due process documents.

Publications and speaking engagements

- Frequent speaker at governmental accounting and financial reporting conferences sponsored by numerous state CPA societies and other industry organizations including the AICPA, AGA, NASACT, New York State GFOA, and New York State Association of Counties
- Presents on governmental accounting and financial reporting topics on KPMG sponsored webcasts and the firm's internal national training sessions
- Developed and presented training programs for many of the firm's largest government clients including the States of New York, North Carolina, Vermont and New Hampshire, the Cities of New York, Detroit, Milwaukee and Dallas and the Port Authority of New York and New Jersey
- Served as a guest lecturer at the John F. Kennedy School of Government at Harvard University
- Served as a reviewer of the GASB publication, What You Should Know About Your Local Government's Finances.
- Served as a reviewer of certain chapters of the 2010 and 2011 versions of the AICPA Audit Guide, State and Local Governments



Carlos Mourisca
Manager

KPMG Corporate Finance LLC
Primary Office Location
1801 K Street NW
Suite 1200
Washington, DC 20008

Tel 202-533-3464
Fax 202-379-7682
Cell 202-802-8132
cmillaswmourisca@kpmg.com

Education, licenses & certifications

- MBA, INSEAD
- MEng, IST, Portugal
- FINRA Licenses Series 79 and Series 63

Commercial Analyst

Background

Carlos is a Manager with KPMG's Infrastructure practice, based in Washington DC metro area, specializing in project finance with focus in the infrastructure sector. He has 8 years of experience in project finance, public-private partnerships, financial modeling and P3 valuation. Carlos has conducted complex financial analysis and deal modeling, in a project finance basis, for both private and public-sector client companies in the infrastructure sector. He has been involved in several infrastructure subsectors, such as transportation (roads and ports), social (hospitals and education), energy, public lighting, water and waste, and in the real estate sector.

Carlos has served as the lead financial modeler numerous analysis for public sector clients and has assisted on all aspects of transactions, including project feasibility, commercial structuring, financial modeling, value for money analysis, and financial closes. Carlos can bring his international knowledge and experience in PPP projects to maximize value for you. His previous experience includes consultancy in one of the world's largest commercial real estate services firm and served as a project engineer to a top five structural design engineering company in Portugal.

Professional and industry experience

Carlos' select relevant experience includes:

- **Virginia Department of Rail and Public Transport** – Strategic, commercial, and financial advice to support the evaluation of options for financing rail improvements in the Commonwealth for the Office of the Secretary of Transportation and DRPT.
- **Port of New Orleans** – Carlos is part of the team advising the Port Authority in a feasibility study for the extension of a container terminal, utilizing a PPP structure.
- **North Carolina Department of Transportation (NCDOT) | Tolling and P3 screening** – Assisted NCDOT in screening a list of projects for potential tolling and/or P3 opportunities.
- **North Carolina Department of Transportation (NCDOT) | I-77 HOT Lanes** – Carlos was part of the team advising the DOT on the I-77 HOT lanes project. Carlos was engaged in the bid evaluation process.
- **New Orleans Public Belt Railroad** – Carlos is assisting NOPB railroad in a financial analysis of a potential project.
- **NSC Agua | Rosarito desalination plant** – Assisted NSC Agua in preparing the project's financial model and an information memorandum for potential equity investors.
- **Virginia Port Authority** – Carlos is part of the team advising VPA in the renegotiation of a terminal operations lease.

— **City of Indianapolis | New Consolidated Justice Facility** —

Assisted the City in evaluating bids from the private sector regarding a new consolidated criminal justice center for Indianapolis-Marion County.

— **Pennsylvania Department of Transportation (PennDOT) | Rapid Bridge Replacement** — Assisted PennDOT in evaluating bids from the private sector regarding the P3 concession contract for the replacement and 25-year maintenance of approximately 600 structurally-deficient bridges statewide.

— **Portuguese Road Authority** — P3 financial advisory, renegotiation of concession contracts, business plan development, cost-benefit analysis and feasibility studies.



Michiel Roodenburg

Senior Associate

KPMG Corporate Finance LLC
Primary Office Location
346 Park Avenue
New York, NY 10154

Tel 212-864-8086
Cell 917-826-9523
michielroodenburg@kpmg.com

Education, licenses & certifications

- MSc Finance & Investments, Erasmus University & Tel Aviv University
- BSc Business Administration, Erasmus University
- FINRA Licenses: Series 79 and 63

Financial Analyst

Background

Michiel is a Senior Associate with KPMG's US Infrastructure practice. Previously, he was employed by KPMG Sustainability in The Netherlands, working in risk management consulting with a focus on sustainability and environmental issues.

Prior to joining KPMG in 2012, Michiel co-founded the non-for-profit 'Cycle for Water' and cycled 20,000 miles from the Arctic to the Antarctic to raise actionable attention to the world's freshwater and sanitation issues. Often quoted on environmental and social issues (e.g. CNN, The Huffington Post, USA Today, Times of India), he has assisted 6185 people in rural areas to get access to clean drinking water through infrastructure projects.

Michiel has strong (intercultural) organizational and communication skills, and international experience in sustainability assurance and advisory, as well as infrastructure related project finance. He has studied, worked and/or lived in over 30 countries (including The Netherlands, The UK, Norway, India, United States, Saudi Arabia, Spain, UAE, Syria, Gabon, The United Kingdom and Israel) and is fluent in Dutch and English.

Infrastructure professional and industry experience

- **Brent Spence Bridge:** Michiel is assisting with the financial modeling and options analysis on the Brent Spence Bridge Project, which is in the pre-procurement phase.
- **UMBA:** The University of Massachusetts Building Authority is currently evaluating alternative delivery options for a number of projects. Michiel is assisting the client with the value for money analysis and market sounding activities as well as the legal/legislation considerations.
- **MBTA:** Michiel assisted the Massachusetts Bay Transportation Authority with the price proposal evaluations for the orange and red lines rolling stock procurement. Responsibilities, including the development of an Independent Cost Estimate (ICE).
- **NC DOT:** Michiel supported the North Carolina Department of Transportation on the I-77 Hot Lanes financial capacity analysis, next to procurement assistance and communication plan development, in addition to assisting with financial modeling towards Financial Close.
- **PennDOT:** The Pennsylvania Department of Transportation (PennDOT) issued an RFQ in December 2013 for the Rapid Bridge Replacement Project (RBR Project), which will be structured as a DBFM, availability-based P3. Michiel has provided support to senior staff through the procurement process.

Sustainability advisory experience

- **Royal Philips:** Michiel performed extensive analysis of the EHS (Environment, Health and Safety) systems, including hazardous waste reporting systems and policies.

- **Statoil:** For this Norwegian energy company, Michiel conducted site visits and performed assurance analysis on the sustainability strategy and EHS metrics.
- **SABIC:** SABIC, active in chemicals, polymers, fertilizers and metal, is a large company in the Middle East. Michiel performed carbon footprint analysis on the company's emissions. Michiel also performed EHS audits at a number of SABIC production facilities in Saudi Arabia.
- **Dutch Government:** Michiel reviewed a wide variety of energy efficiency policies and performed analyses on (Tax/Investment) incentives to reduce energy consumption of energy intensive industries in The Netherlands. He led the interview and survey program with over industrial 100 facilities.
- **GBPN:** For the Global Buildings Performance Network, Michiel explored market hurdles and barriers, as well as opportunities for energy savings companies in emerging markets. He also performed an analysis of global practices, with a focus on the US as a practice market.



Jonathan McClelland

Senior Manager

KPMG LLP
345 Park Avenue
New York, NY 10154-0102

Tel 212-768-9700
Call 917-573-7492
jonathanmcclelland@kpmg.com

Function and Specialization

Jonathan McClelland is a Senior Manager in KPMG's Economic and Valuation Services (EVS) practice. He provides economic services to KPMG's clients and has 13 years of consulting experience.

Representative Clients

- Con Edison
- PSEG
- Iberdrola USA
- New York City Mayor's Office
- Long Island Power Authority
- Rentech
- United Wind

Professional Associations

- USAAE

Languages

English

Education, Licenses & Certifications

- MA in International Economics & Relations from Johns Hopkins-SAIS
- B.Economics and B.Commerce (Hons) from University of Queensland, Australia

Regulatory Specialist

Background

Jonathan McClelland is an experienced economist and project manager. His focus is primarily on the energy sector where he advises utilities, policy makers, project developers and clean tech ventures on industry and project economics. During his career, Jonathan has completed engagements for clients in the UK, Australia and throughout the United States. Prior to joining KPMG, he worked for a variety of energy focused consulting firms, including PA Consulting, IHS, Power Capital, and M.J. Beck Consulting. Jonathan is a Council Member of the US Association for Energy Economics and serves as an Adjunct Professor at New York University's Center for Global Affairs. He is a member of the Associated Press (AP) Board of Economists, a reviewer for the JISEA Innovative Research Awards Program at the National Renewable Energy Laboratory (NREL), and is a mentor to clean tech start-up companies through PowerBridge NY and The Cleantech Open.

Professional and Industry Experience

Economic Analysis

- Led the market entry assessment of the US renewable power sector for an international EPC/developer client examining financial structures, project characteristics, market and regulatory risks, competitive environment and growth projections.
- Project manager for a market and technical review for a proposed coal-to-gas conversion of a 600MW power plant located in PJM for a strategic investor. The review included evaluating the process behind energy and capacity price assumptions, market heat rates, hedging strategies and others.
- Led a series of workshops for Con Edison's Energy Efficiency Department focusing on the economics of the company's demand response and energy efficiency programs. Workshop topics included the economics of free ridership, spillover, investment deferral, and emissions reductions and general cost-benefit testing.
- Project Manager for an engagement assisting the City of New York in reviewing the major energy related areas of its long term sustainability plan (PlaNYC) including the city's energy supply portfolio and demand reduction initiatives.
- Led the economic analysis stream for a joint university-consultant team working with Con Edison Distribution Engineering department on the economic impact of a permanent voltage reduction on the utility system and the customer.
- Developed a financial model to assess the economics of customer sited wind generation for United Wind. The model captured all areas of value including renewable incentives, the avoided cost of purchasing power from the local utility and revenues from net metering.

- Engagement Director for a project to build a financial model for a solar project developer showing the investment returns on a portfolio of customer-sited solar power development projects.
- Project Manager for a project to help a New York utility holding company prepare for a NYPSC audit of the electric reliability tracking and outage reporting processes of two upstate utilities.
- Project Manager for a project assisting in the development of an energy strategy for the City of Moscow. The project incorporated detailed analysis of the infrastructure



Joanne Beatty

Director, Climate Change and Sustainability, Advisory Services

KPMG Corporate Finance LLC
Primary Office Location
717 North Herwood Street
Dallas TX 75201-6585

Tel 214-840-6787
Cell 214-934-8380
jbeatty@kpmg.com

Function and specialization

Joanne is experienced in assessing environmental compliance, environmental regulatory and policy development and promulgation. Joanne has assisted clients develop business cases for infrastructure investment, prepared strategic adaptation plans to mitigate the effects of a changing climate and develop sustainable approaches to business and resource management that lead to tangible goals and outcomes.

Education, licenses & certifications

- Bachelor of Arts (Honors in Geography), University of Melbourne, Australia
- Masters of Public Policy, University of Melbourne, Australia
- GRI Certified G4 Sustainability Reporting Course – Administered by ISOS Center for Social Responsibility- Dallas, TX

Environmental Specialist

Background

Joanne has over 26 years of natural resource management experience working in the public and private sectors. Joanne joined KPMG in 2008 after 20 years in senior executive roles in the Australian public sector. Joanne has worked in KPMG's Australian and US sustainability services practices, moving to the US in 2010 and has extensive experience in water security, sustainable resource management and climate change adaptation. Joanne's professional experience spans a range of sectors including energy and natural resources, government, ICT, pharmaceutical, consumer and industrial markets and utilities. Joanne was KPMG's Global representative on the World Business Council for Sustainable Development, Water Leadership Group and Water Stewardship Pathway group for the period 2010 to 2014.

Professional and industry experience

Joanne has extensive experience in water security, sustainable resource management and climate change adaptation. Prior to joining KPMG Joanne was the Director in the State Office of Water responsible for overseeing the performance of eight water utilities, including three retailers, a metropolitan wholesaler and four regional urban water authorities. Recent relevant experience includes:

- **World Business Council for Sustainable Development:** Development of leading practices in watershed approaches by global companies
- **Federal Government.** Assisted in the preparation of the Murray-Darling Basin Plan plain English summary of the plan which provides an integrated and strategic approach to water resource management in one of Australia's most significant catchments.
- **State government Department:** Preparation of a business case to support Commonwealth funding of \$85 million towards a preferred option to reduce salt loads in sewerage discharged to waterways in the Murray-Darling Basin
- **State Government Department:** Assistance and advice in the development and funding of a long-term plan to help ensure the future sustainability of the Coorong, Lower Lakes and Murray Mouth.
- **Major beverage manufacturer:** Water risk assessment advice for a major Australian and New Zealand beverage manufacturer. This included mapping their water footprint and assessing the water scarcity risks to their business.
- **State Government Department:** Advice on demand and supply scenarios, development of an adaptive management framework and demand management options to inform South Australia's Water for Good water security plan.
- **Major regional water corporation.** Joanne assisted in the development of a planning framework for a major regional urban

water utility. The planning framework will assist the water corporation prepare for its pricing review.

- **Federal Government Department:** Specialist water advice on the due diligence assessment of water projects seeking Commonwealth funding under the \$12.9 billion Water for the Future program.
- **Confidential private sector client:** Joanne provided advice on options to sell high security water entitlements including pricing, risks and opportunities in the current market to a private sector client seeking to optimize a financial return on its water entitlements.
- **State Government Department:** Joanne led the preparation of a technical and advisory report which dealt with options for increasing the level of metering in urban areas to support the use of two-part pricing structures.

COUNTY OF NASSAU

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

1. Name of the Entity: KPMG LLP

Address: 345 Park Avenue

City, State and Zip Code: New York, NY 10154

2. Entity's Vendor Identification Number: 13-15565207

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

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):

Please find attached

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.

There are no officers nor individuals that hold a ten percent (10%) or greater ownership interest in the proposer.

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.

TM
Below

KPMG LLP holds ownership inters in other entities, but, except as noted in Appendix E, no affiliates will be involved in performing services to the County

KPMG Corporate Finance, KPMG Global Services and
KPMG Global Delivery Center

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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):

Thomas Mulvihill, Managing Director, 345 Park Avenue, New York, NY 10154 (212) 954-3090

Ed Lee, Partner, 1305 Walt Whitman Road, Suite 200, Melville, NY 11747, (631) 425-6053

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

The government contacts were strictly related to the formal RFP procurement process.

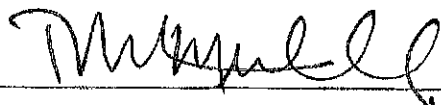
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Tom Mulvihill and Ed Lee are registered New York State Lobbyists for KPMG LLP.

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: 7/22/16

Signed: 

Print Name: Thomas Mulvihill

Title: Managing Director

Attachment to Consultant's Contractor's & Vendor's Disclosure form

Delle, Jaclyn

From: Miller, Chad E <cemiller@KPMG.com>
Sent: Wednesday, July 27, 2016 4:21 PM
To: Delle, Jaclyn; Denion, Conal
Cc: Mulvihill, Thomas M; Denion, Conal; Conkling, Steven
Subject: RE: Nassau County contract questions from Legislature

Jaclyn,

Thanks for talking with me today about the questions that were raised on the Firm's form.

With respect to Q. 5, here is a revised response:

KPMG LLP is a Delaware limited liability partnership with more than 2,000 partners and principals, none of which owns more than 5 percent of the voting shares of the partnership. As it is impractical to list all of them, KPMG is identifying those individuals who will be working on the subject contract:

Thomas Mulvihill, an Advisory Managing Director, is leading the engagement. Edwin Crooks, an Advisory Managing Director, is also assigned to the contract. The following partners/principals are subject matter experts who are expected to be consulted during the course of contract performance:

1. Timothy Wilschetz
2. Anthony Dalessio
3. Edward Lee
4. David Neuenhaus
5. Gregory Driscoll
6. Stephen Guy
7. Iain Tester
8. Henry Berling

With respect to Q. 7(b), here is a revised response:

As noted above, Ed Lee and Tom Mulvihill are registered with the State of New York and Nassau County as lobbyists. With respect to this matter, however, all communications have been in accordance with the requirements of the RFP. No communications have taken place outside of the normal procurement process.

Please let me know if there are any other questions.

Kind regards,
Chad

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

Board Member	Office	Office Address
Ahlstrom, Theresa P	Long Island	Suite 200 1305 Walt Whitman Road Melville, New York 11747-4302
Canning, Patrick J	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Cannizzaro, Edward G	Silicon Valley Office	Suite 100 Mission Towers I 3975 Freedom Circle Drive Santa Clara, California 95054
Connors, Terence	Philadelphia	1801 Market Street Philadelphia, Pennsylvania 19103-2499
Engel, Greg A	Houston	Suite 4500 Suite 4400 (Mail Deliveries) 811 Main Street Houston, Texas 77002
Ford, Patrick J	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Glenn, Kevin	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Hay, Laura J	New York	345 Park Avenue New York, New York 10154-0102
Hutchins, Mark	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Knopp, Paul J	St. Louis	Suite 900 10 South Broadway St. Louis, Missouri 63102-1761
LeBlanc Jr., Donald H	Shreveport	Suite 1900 333 Texas Street Shreveport, Louisiana 71101-3692
Marcello, Scott	New York	345 Park Avenue New York, New York 10154-0102
Ozanus, P. Scott	New York	345 Park Avenue New York, New York 10154-0102
Saran, Claudia M	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Veihmeyer, John B	New York	345 Park Avenue New York, New York 10154-0102
Watson, Kelly J	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Welch, Kenneth D	Atlanta	Suite 2000 303 Peachtree Street, NE Atlanta, Georgia 30308-3210

COUNTY OF NASSAU

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

1. Name of the Entity: KPMG Global Delivery Center

Address: 345 Park Avenue

City, State and Zip Code: New York, NY 10154

2. Entity's Vendor Identification Number: _____

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ 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):

KPMG LLP (US)

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.

KPMG LLP (US)

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.). 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, or to otherwise engage in lobbying as the term is defined herein. 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):

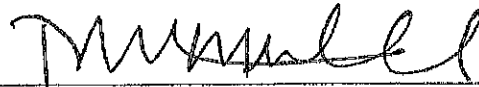
None

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: 7/25/16

Signed:



Print Name:

Thomas Mulvihill

Title:

Managing Director

Page 4 of 4:

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

Board Member	Office	Office Address
Ahlstrom, Theresa P	Long Island	Suite 200 1305 Walt Whitman Road Melville, New York 11747-4302
Canning, Patrick J	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Cannizzaro, Edward G	Silicon Valley Office	Suite 100 Mission Towers I 3975 Freedom Circle Drive Santa Clara, California 95054
Connors, Terence	Philadelphia	1601 Market Street Philadelphia, Pennsylvania 19103-2499
Engel, Greg A	Houston	Suite 4500 Suite 4400 (Mail Deliveries) 811 Main Street Houston, Texas 77002
Ford, Patrick J	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Glenn, Kevin	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Hay, Laura J	New York	345 Park Avenue New York, New York 10154-0102
Hutchins, Mark	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Knopp, Paul J	St. Louis	Suite 900 10 South Broadway St. Louis, Missouri 63102-1761
LeBlanc Jr., Donald H	Shreveport	Suite 1900 333 Texas Street Shreveport, Louisiana 71101-3692
Marcello, Scott	New York	345 Park Avenue New York, New York 10154-0102
Ozanus, P. Scott	New York	345 Park Avenue New York, New York 10154-0102
Saran, Claudia M	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Velhmeyer, John B	New York	345 Park Avenue New York, New York 10154-0102
Watson, Kelly J	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Welch, Kenneth D	Atlanta	Suite 2000 303 Peachtree Street, NE Atlanta, Georgia 30308-3210

COUNTY OF NASSAU

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

1. Name of the Entity: KPMG Global Services
Address: 8th Floor, Building No. 10, Tower - B, DLF Cyber City, Phase - 2
City, State and Zip Code: Gurgaon, Haryana, India

2. Entity's Vendor Identification Number: _____

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Private Limited Co. Other (specify)
(under Indian law)

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):

KPMG LLP (US), KPMG UK, KPMG India

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.

KPMG LLP (US), KPMG UK, KPMG India

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.). 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, or to otherwise engage in lobbying as the term is defined herein. 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: 7/25/16

Signed: Thomas Mulvihill

Print Name: Thomas Mulvihill

Title: Managing Director

Page 4 of 4:

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

Board Member	Office	Office Address
Ahlstrom, Theresa P	Long Island	Suite 200 1305 Walt Whitman Road Melville, New York 11747-4302
Canning, Patrick J	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Cannizzaro, Edward G	Silicon Valley Office	Suite 100 Mission Towers I 3975 Freedom Circle Drive Santa Clara, California 95054
Connors, Terence	Philadelphia	1601 Market Street Philadelphia, Pennsylvania 19103-2499
Engel, Greg A	Houston	Suite 4500 Suite 4400 (Mail Deliveries) 811 Main Street Houston, Texas 77002
Ford, Patrick J	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Glenn, Kevin	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Hay, Laura J	New York	345 Park Avenue New York, New York 10154-0102
Hutchins, Mark	Los Angeles	Suite 1500 550 South Hope Street Los Angeles, California 90071
Knopp, Paul J	St. Louis	Suite 900 10 South Broadway St. Louis, Missouri 63102-1761
LeBlanc Jr., Donald H	Shreveport	Suite 1900 333 Texas Street Shreveport, Louisiana 71101-3692
Marcello, Scott	New York	345 Park Avenue New York, New York 10154-0102
Ozanus, P. Scott	New York	345 Park Avenue New York, New York 10154-0102
Saran, Claudia M	Chicago	Suite 5500 Aon Center 200 E. Randolph Drive Chicago, Illinois 60601-6436
Veihmeyer, John B	New York	345 Park Avenue New York, New York 10154-0102
Watson, Kelly J	Short Hills	51 John F. Kennedy Parkway Short Hills, New Jersey 07078
Weich, Kenneth D	Atlanta	Suite 2000 303 Peachtree Street, NE Atlanta, Georgia 30308-3210

COUNTY OF NASSAU

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

1. Name of the Entity: KPMG Corporate Finance LLC
Address: 345 Park Avenue
City, State and Zip Code: New York, NY 10154
2. Entity's Vendor Identification Number: _____
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ 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):

Philip J. Isom, President - 200 E. Randolph Street, Suite 5500, Chicago, IL 60601

Rebecca Brockmeier, Vice President - 200 E. Randolph Street, Suite 5500, Chicago, IL 60601

Al Izaguirre, Chief Compliance Officer - 303 Peachtree Street, Suite 2000, Atlanta, GA 30308

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.~~

KPMG LLP

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.). 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, or to otherwise engage in lobbying as the term is defined herein. 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: 7/25/16

Signed: Thomas Mulvihill

Print Name: Thomas Mulvihill

Title: Managing Director

Page 4 of 4:

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

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date that this Agreement is executed by Nassau County (the "Effective Date"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) KPMG LLP, having an office located at 345 Park Avenue, New York, New York 10154 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on the Effective Date and shall terminate two years thereafter, unless sooner terminated in accordance with the provisions of this Agreement, provided, however, that the County may renew this Agreement under the same terms and conditions for one (1) additional one (1) year period.

2. Services. (a.) The services to be provided by the Contractor under this Agreement shall consist of providing financial advisory services to the County in connection with a potential public-private partnership transaction (the "Services") involving the County's sewer system (the "System"). The transaction may consist of the concession, lease, or other similar arrangement involving the System, including, but not limited to, a public-private partnership (the "P3 Transaction" or "Transaction"). Such Services shall include, but are not limited to:

- (i) Providing strategic advisory services, which shall include but not be limited to:
 - a. Gathering financial and operational data related to the System;
 - b. Performing a transaction structure analysis;
 - c. Conducting market soundings with private sector participants;
 - d. Performing a preliminary valuation analysis;
 - e. Assisting with the development of a communications plan;
 - f. Assisting with the development of a procurement strategy;
 - g. Delivering a summary of the market soundings, a summary of outputs of the financial model demonstrating various option valuations based on the selected delivery structures, and a draft information memorandum;
 - h. Preparing marketing and related documents;
 - i. Preparing and developing, in collaboration with the County's legal counsel, a request for qualifications ("RFQ");
 - j. Advising the County, in writing, on the valuation of the System, including, but not limited to, the evaluation criteria and methodology used by the

Contractor;

- k. Delivery of the anticipated transaction value, which shall be mutually agreed upon by the County and the Contractor;
 - l. Planning and facilitating marketing of the Transaction; and
 - m. Delivering a summary and assisting with the evaluation of the responses to the RFQ.
- (ii) Coordinating with the County's bond counsel regarding debt defeasance and other matters; and
 - (iii) Hosting and managing the online data room for the P3 Transaction.

Contractor shall provide the Services as set forth in Tasks I through IV, attached to this Agreement as Appendix A. Contractor shall not commence work on any Task until receiving written notice from the County to proceed with such Task.

(b.) Future Services. The County is entering into this Agreement with the Contractor for the Services, including Tasks I through IV, in accordance with the terms and conditions of the Request for Proposals for a P3 Transaction Facilitator Services for the Nassau County Sewer System dated May 17, 2016, as amended (the "RFP"). To the extent the County requires the financial advisory services set forth in Tasks V through VII, attached to this Agreement as Appendix A-1 (the "Future Services"), the County may, but is under no obligation to award a contract for such services to the Contractor in accordance with the terms and conditions of the RFP. The fees paid to the Contractor for Future Services shall be those submitted in response to the RFP unless more favorable terms are negotiated by the County. Contractor agrees such fees submitted in response to the RFP shall remain valid for the term of this Agreement. Any such fees paid to the Contractor shall be in addition to fees payable hereunder. The terms and conditions of any such engagement shall be set forth in a separate written agreement, subject to all County and governmental approvals. Contractor acknowledges and understands that the County may, in its sole discretion, award a contract for Future Services to another vendor.

3. Payment. (a) Amount of Consideration. The Contractor shall be paid the following, which shall be inclusive of all costs and disbursements:

- (i) a flat fee upon completion of each Task for Tasks I through IV in accordance with Appendix A, as follows:

Task I Fee: one hundred ninety-seven thousand, nine hundred twenty-five dollars (\$197,925), payable upon completion of the Task as evidenced by delivery of a range of valuations of the status quo and concessionaire scenarios upon acceptance by the Department, which shall not be unreasonably withheld;

Task II Fee: two hundred seven thousand, five hundred eighty-five dollars (\$207,585), payable upon completion of the Task as evidenced by delivery of a market sounding and due diligence summary upon acceptance by the Department, which shall not be unreasonably withheld;

Task III Fee: one hundred eighteen thousand, six hundred twenty dollars (\$118,620), payable upon completion of the Task as evidenced by delivery of final comments on the draft RFQ and a summary of recommended market participants upon acceptance by the Department, which shall not be unreasonably withheld; and

Task IV Fee: three hundred sixty-three thousand, four hundred thirty-eight dollars (\$363,438), payable upon completion of the Task as evidenced by delivery of a summary of the Contractor's evaluation of the statement of qualifications and delivery of the anticipated transaction value upon acceptance by the Department, which shall not be unreasonably withheld.

- (ii) a fee capped at ten thousand dollars (\$10,000.00) for data room services from a third party vendor, payable monthly upon receipt of invoice(s).

Contractor acknowledges that the County retains the right to terminate this Agreement at any time. If this Agreement is terminated, the County shall only be liable to pay Contractor for completed Tasks I through IV.

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

(c) Timing of Payment Claims. The Contractor shall submit claims no later than (1) month following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

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

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law;
- (ii) Failure to comply with the Living Wage Law may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of Contractor 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 or applicable professional standards. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall ~~cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i)~~ as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion or when required by applicable professional standards. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate.

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

- (a) The Contractor acknowledges that it is authorized to do business in the State of New York to provide financial advisory services to the County.

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

(c) The Contractor shall deliver services under this Agreement in accordance with the professional standards applicable to the services that Contractor is performing. The Contractor shall take all actions reasonably necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) Contractor 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 Contractor or a Contractor Agent, provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the County.

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars (\$5,000,000) per claim, and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) automobile liability insurance, as the County may from time to time specify.

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

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

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights. For purposes of this Section, the County approves the Contractor's use of the following subcontractors: (i) KPMG Corporate Finance LLC; (ii) KPMG Global Services; (iii) KPMG Global Delivery Center; and (iv) any other KPMG member firms.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, provided that the Contractor has been afforded a reasonable opportunity to cure the "Cause" and has failed to do so; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement upon receipt by the Contractor of written notice of termination, (iv) upon mutual written Agreement of the County and the Contractor, and (v) 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.

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate timekeeping and expense records, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Contractor shall prepare, maintain and retain Records in accordance with its Partnership Agreement, Bylaws and Operating Method Accounting Policies and Guidelines, primarily utilizing the accrual method of accounting. Where not otherwise prescribed, Contractor shall do so in accordance with accounting principles generally accepted in the United States of America (GAAP). Such Records shall at all times, upon reasonable advance notice and during normal business hours, be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and

construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

(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.

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

19. 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.

20. Administrative Service Charge. The County acknowledges the Contractor has paid the County an administrative service charge of five hundred thirty-three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006.

21. Limitation of Liability. Notwithstanding anything else herein to the contrary, except for claims for death, bodily injury, or damage to tangible property, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to three times the amount of fees paid or owing to Contractor under the Contract, or five million dollars (\$5,000,000), whichever is greater. In no event shall Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise and shall survive termination or expiration.

22. Management Decisions. The County acknowledges and agrees that Contractor's services may include advice and recommendations; but, all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the County. The Contractor will not perform management functions or make management decisions for the County.

23. Third Party Usage. Any advice, recommendations, information, deliverables or other work product provided to the County under this Agreement is for the sole use of the County, and is not intended to be, and may not be, relied upon by any third party, and all advice, recommendations, information, deliverables, or other work product may be marked to so indicate. Except for disclosures that are required by law or that are expressly permitted by this Agreement, the County will not disclose or permit access to such advice, recommendations, information, deliverables, or other work product to any third party without the Contractor's prior written consent. Contractor acknowledges that the County may reference, or attach as an exhibit, the Contractor's advice, recommendations, information, deliverables, or other work product in or to any internal staff summary or other write-up included as part of the project documentation that is filed with the Clerk of the Nassau County Legislature in the ordinary course of seeking the requisite County approvals for the Transaction.

24. Electronic Communications. Contractor may communicate with the County by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. The County accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices, to the extent the Contractor has taken reasonable steps to protect the security of these communications). The County agrees that the final hardcopy version of a document, including a deliverable, or other written communication that Contractor transmits to the County shall supersede any previous versions transmitted electronically by Contractor to the County unless no such hard copy is transmitted.

25. Active Spreadsheets and Electronic Files. Contractor may use models, electronic files, and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Agreement. If the County requests a working copy of any such model, electronic file or spreadsheet, Contractor may, at its discretion, which shall not be unreasonably withheld, make such item available to the County for the County's internal use only and such item shall be considered a deliverable (subject to the requirements herein); provided that the County is responsible for obtaining the right to use any third-party products necessary to use or operate such item.

26. Use of Vendors. The County acknowledges that in connection with the performance of services under the Contract, Contractor may use the services of KPMG controlled entities and/or KPMG member firms to complete the Services required by this Agreement. The County also acknowledges that in connection with the performance of Services under the Agreement, Contractor uses vendors within and without the United States to provide at Contractor's direction administrative and clerical services to Contractor. These vendors may in the performance of such services have limited access to information, including but not limited to confidential information, received by Contractor from or at the request or direction of the County. Contractor represents to the County that each such vendor has agreed to conditions of confidentiality with respect to the County's information to the same or similar extent as Contractor has agreed to pursuant to this Agreement. Contractor will have full responsibility to cause these vendors to comply with such conditions of confidentiality and Contractor shall be responsible for any consequences of their failure to comply. Accordingly, the County consents to Contractor disclosure to a vendor and the use by such vendor of data and information, including but not limited to confidential information, received from or at the request or direction of the Contractor for the purposes set forth herein.

27. County Vendors and Conflicts. The County is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors of the County. Contractor will perform an internal search for any potential client conflicts relating to any of the County's vendors identified by the County as having a role in connection with Contractor's performance of this Agreement. The County hereby agrees that a vendor's status as a Contractor client does not in and of itself impact Contractor's engagement to perform this Agreement. Contractor will advise the County of any conflicts of interest that could prevent it from performing the Agreement. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor's firm, provided that the Contractor implements reasonable controls to identify actual or potential client conflicts. Should any new information come to Contractor's attention, Contractor will promptly notify the County. Contractor shall perform this Agreement in accordance with applicable professional standards and in no event does this provision intend to exempt the Contractor from professional obligations with respect to client conflicts.

28. Ownership and Control of Work Product. Upon execution of this Agreement, any reports, documents, data, photographs and/or other material produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County, subject to the limitation provided in Section 31 below.

29. Ownership of Materials. The Contractor retains all ownership rights in any proprietary methodologies, methods, processes, or procedures of the Contractor that pre-exist or were developed outside the scope of this Agreement. If any such property of Contractor is contained in any of the deliverables hereunder, the Contractor grants to the County a royalty-free, paid-up, non-exclusive, perpetual license to use such Contractor Intellectual property in connection with the County's use of the deliverables.

30. County Acknowledgment of Type of Services Provided Under this Agreement. The County is represented by, and will rely on the advice of an independent registered municipal advisor, in connection with any municipal derivatives, guaranteed investment contracts, or investment strategies ("municipal financial products") or the issuance of municipal securities for the System or any P3 Transaction. It is understood and agreed that KPMG LLP is not registered with the SEC as a municipal advisor and that the County is not asking KPMG LLP to provide, and KPMG LLP will not provide, any services to the County which would require registration as a municipal

advisor, including but not limited to advice with respect to municipal financial products or the issuance of municipal securities. Accordingly, KPMG LLP will not make recommendations relating to municipal financial products or the issuance of municipal securities, and KPMG LLP will not owe a fiduciary duty to the County under Section 15B of the Securities Exchange Act of 1934. The County represents to KPMG LLP that if the County desires municipal advisor services in connection with or related to the subject matter of this Agreement, it will obtain such services from another party. While Contractor does not provide legal advice or legal opinions, Contractor will work closely with (i) the County's counsel to assist with negotiations and (ii) the County's bond counsel and municipal advisor to address debt defeasance and other matters.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County 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.

[Remainder of Page Intentionally Left Blank.]

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

KPMG LLP

By: 

Name: Thomas Mulvihill

Title: Managing Director

Date: 8/29/16

NASSAU COUNTY

By: 

Name: Charles Raimo

Title: County Executive

☒ Deputy County Executive

Date: 12/16/16

PLEASE EXECUTE IN BLUE INK

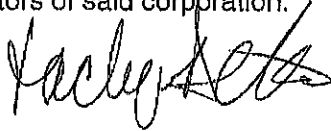
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 29th day of August in the year 2016 before me personally came Thomas Rubikill 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 Managing Director of KPMG LP, 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



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 31st day of December in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the 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 A PETRUCCI

Notary Public, State of New York

No. 01PE8259026

Qualified in Nassau County

Commission Expires April 02, 2020

Appendix A

TASK I – Evaluate Impact on Rates of Status Quo and Concessionaire Scenarios

- Contractor will prepare, working with the County and its technical and legal advisors, a forward projection of current County operations assuming that the County continues to finance and manage the capital-intensive investment that is required under the current organizational structure.
- Contractor will prepare, working with the County and its technical and legal advisors, a forward projection assuming that there is a long-term concession lease of the System that transfers responsibility and risk for the capital-intensive investment that is required to a private entity. This will require the creation of three (3) scenarios based on a low, moderate and high rate of return for the investor.

TASK II - Pre-Request for Qualifications and Due Diligence Period

- Assist the County and County advisors in obtaining information and conducting due diligence necessary to prepare the request for qualifications for the P3 Transaction ("RFQ").
- Attend pre-draft meetings and conference calls with the County, County advisors and the Nassau County Interim Finance Authority ("NIFA") to discuss the RFQ, the objectives for the RFQ, and confirm Contractor's role and participation in the RFQ development process.
- Market the transaction as necessary.

TASK III - Assistance in the Preparation of a Request for Qualifications

- Provide the County and County advisors with assistance in the development of the RFQ.
- Assist in review of the initial draft of the RFQ with the County and County advisors.
- Attend meetings and conference calls with the County, County advisors and NIFA as necessary to obtain input and information for the preparation of the final RFQ.
- Provide the County with a list of parties that would be interested in receiving the RFQ.
- Provide the County with an overview of each such firm.
- Market the transaction as necessary.

TASK IV - Review and Evaluation of Responses to Request for Qualifications

- Provide responses to questions and requests for clarification submitted by the respondents to the RFQ.
- Assist in the preparation of addenda during the RFQ process.
- Review and comment on relevant portions of the financial qualifications of the respondents.
- Provide related assistance to the evaluation committee, as requested, with evaluation of the responses to the RFQ.
- Attend respondent interviews.
- Market the transaction as necessary.

Appendix A-1: Future Services

TASK V - Assist in the Preparation of the Request for Proposals

- Assist the County and County advisors in the preparation of internal drafts of the request for proposals for the P3 Transaction ("P3 RFP") based upon comments and discussions with the County and County advisors in preparation for distribution to qualified respondents to the RFQ.
- Attend any meetings and conference calls with the County, County advisors and NIFA, as necessary, to finalize the P3 RFP in preparation for distribution to the respondents to the RFQ.
- Market the transaction as necessary.

TASK VI - Support the Request for Proposal Process

- Assist with responses to questions and requests for clarification submitted by the proposers concerning the P3 RFP and proposed concession agreement.
- Assist the County and County advisors with the preparation of addenda during the proposal process.
- Review and comment on relevant portions of the proposals.
- Provide related assistance to the evaluation committee, as requested, with evaluation of proposals received in response to the P3 RFP.
- Attend proposer interviews.

TASK VII - Support the Concession Agreement Negotiation and Award Process

- Assist the County and County advisors in the negotiation of the final concession agreement with the selected proposer(s).
- Assist the County and County advisors, as necessary, in the financial aspects of the concession agreement and appendices to reflect such negotiations.
- Attend meetings and conference calls and perform related activities in relation to the negotiation process.
- Assist the County with presentations to, and discussions with, the County Legislature, the County Comptroller, NIFA and community groups, as necessary.

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~~ ^{managing director} of Contractor is:

Thomas Mulvihill (Name)

345 Park Ave, NY, NY 10154 (Address)

212 954 3090 (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:

None

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:

None

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.

7/25/16
Dated

[Signature]
Signature of ~~Chief Executive Officer~~ Managing Director

Thomas Mulvihill
Name of ~~Chief Executive Officer~~ Managing Director

Sworn to before me this

25 day of July, 2016.

[Signature]
Notary Public

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