

E.136.17

**Contract ID: CQCO16000001**

**Department: Comptroller**

**Capital:**

SERVICE: CAFR preparation assistance

NIFS ID #: CLCO17000003

NIFS Entry Date: 02-MAY-17

Term: from 01-JAN-16 to 31-DEC-18

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

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

|  |                                 |
|--|---------------------------------|
| <b>Vendor Info:</b>                              |                                 |
| Name: Albrecht, Viggiano, Zureck & Company, P.C. | Vendor ID#: 112556624           |
| Address: 25 Suffolk Court                        | Contact Person: Jeffrey Davoli, |
| Hauppauge, New York 11788                        | CPA                             |
|  | Phone: (631) 434-9500           |

|                                   |
|-----------------------------------|
| <b>Department:</b>                |
| Contact Name: Sergio Blanco       |
| Address: Address                  |
| 240 Old Country Road, Mineola, NY |
| Phone: 571-2854                   |

RECEIVED  
NASSAU COUNTY  
OFFICE OF THE COMPTROLLER  
2017 MAY 26 PM 4:44

## Routing Slip

|              |                           |                          |
|--------------|---------------------------|--------------------------|
| Department   | NIFS Entry: X             | 11-MAY-17 -- SBLANCO     |
| Department   | NIFS Approval: X          | 24-MAY-17 -- JGARNER     |
| DPW          | Capital Fund Approved:    |                          |
| OMB          | NIFA Approval: X          | 24-MAY-17 -- RDALLEVA    |
| OMB          | NIFS Approval: X          | 24-MAY-17 -- MRONAN      |
| County Atty. | Insurance Verification: X | 24-MAY-17 -- AAMATO      |
| County Atty. | Approval to Form: X       | 26-MAY-17 -- DMCDERMOTT  |
| Dep. CE      | Approval: X               | 26-MAY-17 -- ENAUGHTONCE |

|                     |                           |                               |
|---------------------|---------------------------|-------------------------------|
| <b>Leg. Affairs</b> | <b>Approval/Review: X</b> | <b>25-MAY-17 -- MREYNOLDS</b> |
| <b>Legislature</b>  | <b>Approval:</b>          |                               |
| <b>Comptroller</b>  | <b>NIFS Approval:</b>     |                               |
| <b>NIFA</b>         | <b>NIFA Approval:</b>     |                               |

## Contract Summary

|   |
|---|
| <b>Purpose:</b> Department requires assistance in the complex and time-consuming process of preparing the CAFR due to resource limitations within the Department and increasingly complex government accounting standards.  |
| <b>Method of Procurement:</b> RFP   |
| <b>Procurement History:</b> The Comptroller's Office issued a request for proposals. AVZ was the sole firm to respond. The Selection Committee, composed of three (3) employees from the Comptroller's office, evaluated the proposals based on the criteria set forth in the RFP. AVZ demonstrated its vast array of knowledge with respect to government accounting. Most importantly, AVZ has prepared CAFRs for other governmental agencies in the past, including the three towns in Nassau County.  |
| <b>Description of General Provisions:</b> Prepare and print the County's fiscal year 2015, 2016 and 2017 CAFRs in accordance with Generally Accepted Accounting Principles (GAAP); prepare all CAFR drafts and final financial exhibits; meet with the outside auditors and County representatives to discuss the details of required reporting; work with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR; and ensure that all applicable current and future GASB pronouncements are reflected in the CAFR. |
| <b>Impact on Funding / Price Analysis:</b> \$21,250.00.   |
| <b>Change in Contract from Prior Procurement:</b> n/a   |
| <b>Recommendation:</b> (approve as submitted) approve as submitted  |

## Advisement Information

| BUDGET CODES |       | FUNDING SOURCE | AMOUNT              | LINE | INDEX/OBJECT CODE  | AMOUNT              |
|--------------|-------|----------------|---------------------|------|--------------------|---------------------|
| Fund:        | GEN   |                |                     |      |                    |                     |
| Control:     | CO10  | Revenue        |                     |      |                    | \$ 0.00             |
| Resp:        | 1200  | Contract:      |                     |      |                    | \$ 0.00             |
| Object:      | DE503 | County         | \$ 21,250.00        |      |                    | \$ 0.00             |
| Transaction: | 103   | Federal        | \$ 0.00             |      |                    | \$ 0.00             |
| Project #:   |       | State          | \$ 0.00             |      |                    | \$ 0.00             |
| Detail:      |       | Capital        | \$ 0.00             |      |                    | \$ 0.00             |
|              |       | Other          | \$ 0.00             | 1    | COGEN1200<br>DE503 | \$ 21,250.00        |
|              |       | <b>TOTAL</b>   | <b>\$ 21,250.00</b> |      | <b>TOTAL</b>       | <b>\$ 21,250.00</b> |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Albrecht, Viggiano, Zureck & Company, P.C.

2. Dollar amount requiring NIFA approval: \$21250

Amount to be encumbered: \$21250

This is a Amendment

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

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

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

3. Contract Term: 1/1/16 - 12/31/18

Has work or services on this contract commenced? Y \_\_\_\_

If yes, please explain: See attachment

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Department requires assistance in the complex and time-consuming process of preparing the CAFR due to resource limitations within the Department and increasingly complex government accounting standards.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

| Contract ID | Date | Amount |
|-------------|------|--------|
|             |      |        |

## AUTHORIZATION

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

RDALLEVA

24-MAY-17

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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



**Hon. George Maragos**  
*Nassau County Comptroller*



**OFFICE OF THE COMPTROLLER**  
240 Old Country Road  
Mineola, New York 11501  
Tel: (516) 571-2386 • Fax: (516) 571-5900  
[nccomptroller@nassaucountyny.gov](mailto:nccomptroller@nassaucountyny.gov)

**Additional Response for NIFA form question #3**

Due to the inadequacies of the County's current financial system, it is necessary to utilize the services of an outside accounting firm, AVZ, to assist in the compilation of the County's Comprehensive Annual Financial Report (CAFR). AVZ's process, by use of their proprietary software, acts as a secondary review of the data compiled to ensure that the County's financial statements are accurate.

During the 2015 year-end audit, several issues occurred that required additional work by AVZ that was outside the scope of the original contract. One such issue was the delay in receiving the Nassau Medical Center's (NUMC's) financial statements seven weeks after the requested deadline. This required additional draft CAFRs to be prepared and reviewed by AVZ, thus necessitating additional staffing on their part to expedite the issuance of the CAFR as close to the June 30th deadline as possible. The Medical Center has missed this deadline over the past three years. Because there is a deadline for releasing the County's CAFR, the Comptroller's Office instructed the firms to do what was necessary to complete the work needed for the issuance of the CAFR.

Delays in the release of the CAFR affect NYS reporting, rating agencies' review of the County's financials, Federal Awards and bond covenants, therefore, it is in the best interest of the County to release the annual CAFR as close to the deadline as possible.

RULES RESOLUTION NO.    – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER AND ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Albrecht, Viggiano, Zureck & Company, P.C. in relation to assisting the County in its preparation of its Comprehensive Annual Financial Report (“CAFR”), a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Albrecht, Viggiano, Zureck & Company, P.C.

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: Albrecht, Viggiano, Zureck & Company, P.C.

CONTRACTOR ADDRESS: 25 Suffolk Ct., Hauppague, NY 11788

FEDERAL TAX ID #: 11-2556624

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**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 June 30, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 7, 2015. One (1) proposal was received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ 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  
May 18, 2017  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Yes - Nassau Forward

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: 4/26/17

Vendor: Albrecht, Viggiano, Zureck & Co., P.C.

Signed: Jill K. Gunzel

Print Name: Jill K. Gunzel

Title: Partner

## **PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 Jill K. Gunzel  
Date of birth 07 / 08 / 1977  
Home address 25 Suffolk Court  
City/state/zip Hauppauge, NY 11788  
Business address 25 Suffolk Court  
City/state/zip Hauppauge, NY 11788  
Telephone 631-434-9500  
Other present address(es) None  
City/state/zip N/A  
Telephone N/A  
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 07 / 01 / 2015  
Vice President      /      /           /      /       
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☐ NO ☒ 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 ☒ 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 ☐  
If Yes, provide details.  

Treasurer of the Mental Health Association of Nassau County (MHA)

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. Yes, grant funding for the MHA.

**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, Jill K. Gunzel, 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 5<sup>th</sup> day of April 20 17

Irene E. Howell  
Notary Public

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County 18  
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.

Name of submitting business

Jill K. Gunzel

Print name

Jill K. Gunzel  
Signature

Partner  
Title

4 / 5 / 17  
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 Murray  
Date of birth 3 / 6 / 1954  
Home address 78 Benson Avenue  
City/state/zip Sayville, NY 11782  
Business address 25 Suffolk Court  
City/state/zip Hauppauge, NY 11788  
Telephone 631-434-9500  
Other present address(es) None  
City/state/zip \_\_\_\_\_  
Telephone N/A  
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 9 / 1 / 1987  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 9 / 1 / 1987  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO ☒ If Yes, provide 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 Murray, 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 10<sup>th</sup> day of April 2017

Irene E. Howell  
Notary Public

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.

Name of submitting business

Thomas Murray

Print name

Thomas Murray  
Signature

Shareholder  
Title

4 1 10 1 17  
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 Charles Mattern  
Date of birth 03 / 15 / 1960  
Home address 35 Hobson Avenue  
City/state/zip St. James, NY 11780  
Business address 25 Suffolk Court  
City/state/zip Hauppauge, NY 11788  
Telephone 631-434-9500  
Other present address(es) None  
City/state/zip \_\_\_\_\_  
Telephone N/A  
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 9 / 1 / 2003  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 9 / 1 / 2003  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO ☒ If Yes, provide 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**

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I, Charles Mattern, 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 10<sup>th</sup> day of April 2017

Irene E. Howell  
Notary Public

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.

Name of submitting business

Charles Mattern

Print name

Charles Mattern  
Signature

Partner  
Title

4 / 10 / 2017  
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 Jeffrey S. Davoli  
Date of birth 06 / 16 / 1962  
Home address 32 Westmoylan Lane  
City/state/zip Coram, NY 11727  
Business address 25 Suffolk Court  
City/state/zip Hauppauge, NY 11788  
Telephone 631-434-9500  
Other present address(es) None  
City/state/zip \_\_\_\_\_  
Telephone N/A  
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 9 / 01 / 2003  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 9 / 01 / 2003  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO ☒ If Yes, provide 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**

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I, Jeffrey S. Davoli, 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 10<sup>th</sup> day of April 2017

Irene E. Howell  
Notary Public

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.

Name of submitting business

Jeffrey S. Davoli

Print name

Jmhl

Signature

Shareholder

Title

4, 10, 17

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 Joseph Ferreira  
Date of birth 05 / 28 / 1962  
Home address 13 Magnolia Lane  
City/state/zip Smithtown, NY 11787  
Business address 25 Suffolk Court  
City/state/zip Hauppauge, NY 11788  
Telephone 631-434-9500  
Other present address(es) None  
City/state/zip \_\_\_\_\_  
Telephone N/A  
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 9 / 1 / 2003  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 9 / 1 / 2003  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide 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**

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I, Joseph Ferreira, 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 10<sup>th</sup> day of April 2017

Irene E. Howell  
Notary Public

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.

Name of submitting business

Joseph Ferreira

Print name

Joseph Ferreira  
Signature

Shareholder  
Title

4, 10, 17  
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 Robert Quarte  
Date of birth 11 / 09 / 1956  
Home address 500 Marseille Path  
City/state/zip Sayville, NY 11782  
Business address 25 Suffolk Court  
City/state/zip Huappauge, NY 11788  
Telephone 631-434-9500  
Other present address(es) None  
City/state/zip \_\_\_\_\_  
Telephone N/A  
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 2 / 1 / 1998  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 2 / 1 / 1998  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒; If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO ☒ If Yes, provide 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, Robert Quarte, 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 11<sup>th</sup> day of April 2017

Irene E. Howell  
Notary Public

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.  
Name of submitting business

Robert Quarte  
Print name

Robert Quarte  
Signature

PARTNER  
Title

4 / 11 / 17  
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 John Shillingsford  
Date of birth 08 / 15 / 1963  
Home address 66 Wintercross Lane  
City/state/zip E. Northport, NY 11731  
Business address 25 Suffolk Court  
City/state/zip Hauppauge, NY 11788  
Telephone 631-434-9500  
Other present address(es) None  
City/state/zip \_\_\_\_\_  
Telephone N/A

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 7 / 1 / 2007  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 7 / 1 / 2007  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. "See attached details - Principal Questionnaire Form - Question #3".
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO \_\_\_\_;  
If Yes, provide details.

Vice President of the NYS Society of CPAs, 6/1/16-5/31/17

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. None to the best of my knowledge.

**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:  
None to the best of my knowledge.
- 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.)  
None to the best of my knowledge.
- 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.  
No to the best of my knowledge.
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.  
No to the best of my knowledge.
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.  
No to the best of my knowledge.
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.  
No to the best of my knowledge.

**CERTIFICATION**

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I, John Shillingsford, 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 11<sup>th</sup> day of April 2017

Irene E. Howell  
Notary Public

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County 18  
Commission Expires Sept. 8, 2018

Albrecht, Viggiano, Zureck & Co., P.C.

Name of submitting business

John Shillingsford

Print name

John Shillingsford  
Signature

Shareholder  
Title

4 / 11 / 2017  
Date

**Attachment to all AVZ Principal Questionnaire Forms**

| <b>Owners</b>       | <b>Ownership %</b> |
|---------------------|--------------------|
| Murray, Thomas J.   | 25.19%             |
| Quarte, Robert T.   | 24.69%             |
| Davoli, Jeffrey S.  | 12.03%             |
| Ferreira, Joseph C. | 12.03%             |
| Mattern, Charles M. | 12.03%             |
| Shillingsford, John | 12.03%             |
| Posner, Robert      | 2.00%              |
| <b>Total</b>        | <b>100.00%</b>     |

## Business History Form

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

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

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

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

Date: April 3, 2017

1) Proposer's Legal Name: Albrecht, Viggiano, Zureck & Co., P.C.

2) Address of Place of Business: 25 Suffolk Court, Hauppauge, NY 11788

List all other business addresses used within last five years:

245 Park Avenue, 39th Floor, New York, NY 10187

3) Mailing Address (if different): N/A

Phone : 631-434-9500

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2556624

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

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

Yes ☒ No ☐ If Yes, please provide details: \_\_\_\_\_

See Attachment

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details:

See Attached



- 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.  

See Attachment
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation.
- 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.
- 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.
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge.
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

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. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ☐ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ☐ No ☒ If Yes, provide details for each such instance. \_\_\_\_\_

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

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.

See Attachment

(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.

See Attachment

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

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- 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.

*See Attached*

- B. Indicate number of years in business.

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

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

Company Town of Oyster Bay

Contact Person Christine Wiss, Deputy Comptroller

Address 74 Audrey Avenue

City/State Oyster Bay, NY 11771

Telephone 631-434-9500

Fax # 516-624-6460

E-Mail Address cwiss@oysterbay-ny.gov

\_\_\_\_\_

Company Town of Hempstead  
Contact Person Kevin Conroy, Comptroller  
Address One Washington Street  
City/State Hempstead, NY 11550  
Telephone N/A  
Fax #   
E-Mail Address kconroy@tohmail.org

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Company Town of North Hempstead  
Contact Person Averil Smith, Comptroller  
Address 220 Plandome Road  
City/State Manhasset, NY 11030  
Telephone 516-869-7740  
Fax #   
E-Mail Address smithav@northhempsteadny.gov

**CERTIFICATION**

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I, Jill K. Gunzel, 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 5<sup>th</sup> day of April

2017

Irene E. Howell  
Notary Public

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 2018

Name of submitting business: Albrecht, Viggiano, Zureck & Co., P.C.

By: Jill K. Gunzel

Jill K. Gunzel  
Signature

Partner  
Title

4 / 5 / 17  
Date

## Business History Form Attachment

### Question # and Response:

- 7) The Company shares its space with two affiliates, AVZ Wealth Management, a financial services entity, and Suffolk Court Associates LLC, a rental holding company.
- 8) The Company's partners control the affiliates by common ownership among the businesses.
- 9) The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.
- 17) a) and b) The Company has no conflicts of interest with Nassau County or Nassau County Sewer and Storm Water Finance Authority as it pertains to this proposal. The Company uses an Annual Independence form that is completed by all employees of the Company to identify and rectify any conflicts of interest.

### Attachments to Business History Form information:

#### A. i) 1950

##### ii) Names and addresses of the Company's Partners:

|                             |                        |                                  |                            |
|-----------------------------|------------------------|----------------------------------|----------------------------|
| Davoli, Jeffrey S.          | 32 Westmoylan Lane     | Coram, NY 11727                  | Greater than 10% Ownership |
| Ferreira, Joseph            | 13 Magnolia Lane       | Smithtown, NY 11787              | Greater than 10% Ownership |
| Gunzel, Jill                | 193 North Country Road | Smithtown, NY 11787              | 0% Ownership               |
| Kenneth Laks                | 196 Ballad Circle      | Holbrook, NY 11741               | 0% Ownership               |
| Lawrence Lucarelli          | 93 Rumford Road        | Kings Park, NY 11754             | 0% Ownership               |
| Mattern, Charles            | 35 Hobson Avenue       | St. James, NY 11780              | Greater than 10% Ownership |
| Murray, Thomas J.           | 78 Benson Avenue       | Sayville, NY 11782               | Greater than 10% Ownership |
| James O'Connor              | 107 Saddle Lane        | Levittown, NY 11756              | 0% Ownership               |
| Posner, Robert              | 42 Garfield Place      | E. Northport, NY 11731           | Less than 10% Ownership    |
| Quarte, Robert              | 500 Marseille Path     | Sayville, NY 11782               | Greater than 10% Ownership |
| Shillingsford, Jr., John S. | 66 Wintercress Lane    | E. Northport, NY 11731           | Greater than 10% Ownership |
| Thomas Ruggiero             | 15 Junard Blvd.        | Port Jefferson Station, NY 11776 | 0% Ownership               |

##### iii) Names and addresses of the Company's officers:

|                   |                    |                    |                     |
|-------------------|--------------------|--------------------|---------------------|
| Murray, Thomas J. | 78 Benson Avenue   | Sayville, NY 11782 | President           |
| Quarte, Robert    | 500 Marseille Path | Sayville, NY 11782 | Secretary/Treasurer |

##### iv) New York

##### v) 73 employees

##### vi) \$13,725,000

##### viii) See attached – New York and Florida

#### A. AVZ has been in business 67 years.

#### C. We are the contract accountants for the Suffolk County Tobacco Asset Securitization Corp and have maintained/prepared the general ledger, all supporting accounts, amortization schedules and the financial statements for presentation to the Board of Trustees.

We are the contract accountants for the Nassau County Tobacco Settlement Corp and have prepared the the financial statements for presentation to the Board and auditors for many years.

We are the independent auditors for the Nassau County Industrial Development Agency and perform an audit of the books and records, and assist in the preparation of annual audited financial statements of the Agency.

We are the contract accountants for Nassau County Interim Finance Agency and we prepare the annual financial statements, analyze and review all monthly bank reconciliations and investment accounts, review and analyze the annual adopted budget, and compare annual budgets to actual expenses.

We are the contract accountants for the Town of Oyster Bay and we assist in closing the year-end books and records, and prepare the annual financial statements.

All engagements are performed in accordance with GASB 34 and 37.



## Office of the Professions

### Verification Searches

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The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

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#### Business Entity Information \*

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05/16/2017

**Name :** ALBRECHT VIGGIANO ZURECK AND COMPANY PC

**Street Address :**

25 SUFFOLK COURT  
HAUPPAUGE, NY 117880000

**Business Entity :** Professional Service Corporation

**PSC # :** 013363

**Initial Filing Date :** 03/20/81

**Current through :** 02/29/20

**Officers, Directors, Shareholders :** Click on license number link to the left of professional's name for detailed information.

052305 QUARTE ROBERT T -

054474 MATTERN CHARLES MICHAEL -

054973 FERREIRA JOSEPH CARLOS -

059163 DAVOLI JEFFREY SCOTT -

071988 SHILLINGSFORD JOHN S JR -

082174 POSNER ROBERT STEVEN -

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\* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to establishment list.
- You may [search](#) to see if there has been recent disciplinary action against this registered establishment.





# *State of Florida*

## *Department of State*

I certify from the records of this office that ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C., P.A. is a New York corporation authorized to transact business in the State of Florida, qualified on January 12, 2015.

The document number of this corporation is F15000000174.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on March 6, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of March, 2017*



*Ken Reifner*  
*Secretary of State*

Tracking Number: CR9776399587

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                                   |
|--|---|-----------------------------------|
| PRODUCER<br><b>Bradley &amp; Parker, Inc. C/L</b><br><b>320 South Service Road</b><br><b>Melville, NY 11747</b><br><b>631 981-7600</b> | CONTACT NAME:                             |                                   |
|  | PHONE (A/C, No, Ext): <b>631 981-7600</b> | FAX (A/C, No): <b>16319817681</b> |
| INSURED<br><b>Albrecht, Viggiano, Zureck &amp; Co. PC</b><br><b>25 Suffolk Court</b><br><b>Hauppauge, NY 11788</b>                     | E-MAIL ADDRESS:                           |                                   |
|  | INSURER(S) AFFORDING COVERAGE             |                                   |
|  | INSURER A: <b>Foremost Insurance Co.</b>  |                                   |
|  | INSURER B: <b>Hartford Insurance Co.</b>  |                                   |
|  | INSURER C:                                |                                   |
|  | INSURER D:                                |                                   |
| INSURER E:   |   |                                   |
| INSURER F:   |   |                                   |
| NAIC #   |   |                                   |
| 19682  |   |                                   |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | PAS08211734   | 01/02/2017              | 01/02/2018              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |           |          | PAS08211734   | 01/02/2017              | 01/02/2018              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | UMBRELLA LIAB<br>EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$10000<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE  |           |          | PAS08211734   | 01/02/2017              | 01/02/2018              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                    |           | N/A      | 12WECEX2753   | 04/17/2017              | 04/17/2018              | WC STATUTORY LIMITS<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000  |

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

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County  
1550 Franklin Ave  
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

COUNTY OF NASSAU

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

1. Name of the Entity: Albrecht, Viggiano, Zureck & Co., P.C.

Address: 25 Suffolk Court

City, State and Zip Code: Hauppauge, NY 11788

2. Entity's Vendor Identification Number: 11-2556624

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

Thomas Murray, Robert Quarte, Jeffrey Davoli  
(All 25 Suffolk Court, Hauppauge, NY 11788)

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.

Thomas Murray, Robert Quarte, Chuck Mattern, Joseph Ferreira, Jeffrey Davoli, John Shillingsford, Robert Posner, Thomas Ruggiero, Jill Gunzel, Lawrence Lucarelli, Kenneth Laks and James O'Connor.  
(All 25 Suffolk Court, Hauppauge, NY 11788)

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.

AVZ Wealth Management, LLC

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

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

None. There were no lobbyist services utilized.

Page 3 of 4

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

None. There was no lobbying activity.

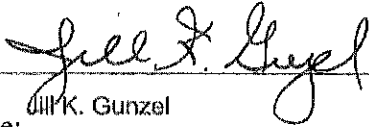
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None. The partners and firm are not registered as lobbyists.

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: 5/5/17

Signed: 

Print Name: Jill K. Gunzel

Title: Partner

## **AMENDMENT NO. 1**

This AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of March 1, 2017 between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Albrecht, Viggiano, Zureck & Company, P.C., a New York State corporation having its principal office at 25 Suffolk Court, Hauppauge, New York 11788 (the "Contractor").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQCO16000001 between the County and the Contractor, executed on behalf of the County on April 11, 2016 (hereby referred to as the "Original Agreement"), the Contractor provides services in connection with assisting the Department in its preparation of the Fiscal Year Comprehensive Annual Financial Reports and related services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from January 1, 2016, and terminate on December 31, 2018, provided that the Department has the option to renew the Original Agreement for two separate additional one year periods, or unless sooner terminated in accordance with the terms of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Eight-five Thousand Dollars (\$85,000) per Fiscal Year, for a total of Two Hundred Fifty-Five Thousand and 00/100 Dollars (\$255,000.00) for all three Fiscal Years ("Maximum Amount"); and

WHEREAS, the Original Agreement provides that, where there is a change in the scope of Services or any agreed-upon additional accounting-related services necessary to complete the County's financial statement to be provided under the Original Agreement, or in any material circumstance with respect to the Original Agreement, the parties shall negotiate in good faith to make an equitable adjustment to the Maximum Amount or rates payable; and

WHEREAS, the County and Contractor deem it in their respective best interests to include additional accounting-related services as part of the Services and to increase the Maximum Amount to provide funds for such additional accounting-related services; and

WHEREAS, the County and the Contractor desire to amend the Original Agreement as and to the extent set forth in this Amendment; and

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

1. Amount of Consideration: The Maximum Amount in the Original Agreement shall be increased pursuant to Section 3(b) of the Original Agreement by Twenty-One Thousand Two Hundred and Fifty and 00/100 Dollars (\$21,250.00) as compensation for additional accounting-related services relating to the Contractor's assistance with the preparation of the County's financial statements for Fiscal Year 2015, which additional compensation represents an equitable adjustment to the Maximum Amount as a result of good faith negotiation between the parties. Accordingly, the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall not exceed One Hundred And Six Thousand Two Hundred and Fifty and 00/100 Dollars (\$106,250.00) for Fiscal Year 2015 related Services, and a total maximum amount of Two Hundred Seventy-six Thousand Two Hundred Fifty and 00/100 Dollars (276,250.00) for all three Fiscal Year Services (the "Amended Maximum Amount").

2. Services: The Services to be provided by the Contractor as set forth in Section 2 of the Original Agreement shall be amended to include the following additional services performed by Contractor in relation to the following items, with their respective costs:

- a. Issuing an additional revised draft of the financial statements to include a restatement of the Capital Fund for the prior year, due to audit adjustments required to be made after final worksheets were provided to the Contractor and the draft of the financial statements was complete;
- b. Additional time incurred in preparing a reconciliation of the general fund, including adjustments to correct the FEMA fund.

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

[Remainder of Page Intentionally Left Blank.]



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

ALBRECHT, VIGGIANO, ZURECK &  
COMPANY, P.C.

By: Jill K. Gunzel

Name: Jill K. Gunzel

Title: Partner

Date: 4/18/17

PLEASE EXECUTE IN BLUE INK

State of New York )

) ss.:

County of Suffolk )

On the 18<sup>th</sup> day of April in the year 2017 before me personally appeared Jill K. Gunzel, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Director of Albrecht, Viggiano, Zureck & Company, P.C., the company described herein and which executed the above instrument; and that he or she signed his or her name by authority of the partners of said limited liability company.

Irene E. Howell

NOTARY PUBLIC

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 2018

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

(or) Chief Deputy County Executive

(or) Deputy County Executive

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

NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
Notary Public

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2017

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| <b>PRODUCER</b><br>Bradley & Parker, Inc. C/L<br>320 South Service Road<br>Melville, NY 11747<br>631 981-7600 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): <b>631 981-7600</b> FAX (A/C, No): <b>16319817681</b><br>E-MAIL:<br>ADDRESS:<br><table border="1"> <tr> <th data-bbox="812 441 1421 472">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1421 441 1546 472">NAIC #</th> </tr> <tr> <td data-bbox="812 472 1421 504">INSURER A: <b>Foremost Insurance Co.</b></td> <td data-bbox="1421 472 1546 504"></td> </tr> <tr> <td data-bbox="812 504 1421 535">INSURER B: <b>Hartford Insurance Co.</b></td> <td data-bbox="1421 504 1546 535">19682</td> </tr> <tr> <td data-bbox="812 535 1421 567">INSURER C:</td> <td data-bbox="1421 535 1546 567"></td> </tr> <tr> <td data-bbox="812 567 1421 598">INSURER D:</td> <td data-bbox="1421 567 1546 598"></td> </tr> <tr> <td data-bbox="812 598 1421 630">INSURER E:</td> <td data-bbox="1421 598 1546 630"></td> </tr> <tr> <td data-bbox="812 630 1421 651">INSURER F:</td> <td data-bbox="1421 630 1546 651"></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: <b>Foremost Insurance Co.</b> |  | INSURER B: <b>Hartford Insurance Co.</b> | 19682 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
|---|---|-------------------------------|--------|--|--|--|-------|------------|--|------------|--|------------|--|------------|--|
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |  |  |  |       |            |  |            |  |            |  |            |  |
| INSURER A: <b>Foremost Insurance Co.</b>  |   |                               |        |  |  |  |       |            |  |            |  |            |  |            |  |
| INSURER B: <b>Hartford Insurance Co.</b>  | 19682   |                               |        |  |  |  |       |            |  |            |  |            |  |            |  |
| INSURER C:  |   |                               |        |  |  |  |       |            |  |            |  |            |  |            |  |
| INSURER D:  |   |                               |        |  |  |  |       |            |  |            |  |            |  |            |  |
| INSURER E:  |   |                               |        |  |  |  |       |            |  |            |  |            |  |            |  |
| INSURER F:  |   |                               |        |  |  |  |       |            |  |            |  |            |  |            |  |
| <b>INSURED</b><br>Albrecht, Viggiano, Zureck & Co. PC<br>25 Suffolk Court<br>Hauppauge, NY 11788              |   |                               |        |  |  |  |       |            |  |            |  |            |  |            |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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


| INSR LTR                    | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |                     |       |                    |           |                            |           |                             |           |
|-----------------------------|--|--------------------|---------------|-------------------------|-------------------------|---|---------------------|-------|--------------------|-----------|----------------------------|-----------|-----------------------------|-----------|
| A                           | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                    | PAS08211734   | 01/02/2017              | 01/02/2018              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$                                       |                     |       |                    |           |                            |           |                             |           |
| A                           | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS   |                    | PAS08211734   | 01/02/2017              | 01/02/2018              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |                     |       |                    |           |                            |           |                             |           |
| A                           | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10000  |                    | PAS08211734   | 01/02/2017              | 01/02/2018              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$  |                     |       |                    |           |                            |           |                             |           |
| B                           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                               | N/A                | 12WECEX2753   | 04/17/2017              | 04/17/2018              | <table border="1"> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table> | WC STATUTORY LIMITS | OTHER | E.L. EACH ACCIDENT | \$500,000 | E.L. DISEASE - EA EMPLOYEE | \$500,000 | E.L. DISEASE - POLICY LIMIT | \$500,000 |
| WC STATUTORY LIMITS         | OTHER  |                    |               |                         |                         |   |                     |       |                    |           |                            |           |                             |           |
| E.L. EACH ACCIDENT          | \$500,000  |                    |               |                         |                         |   |                     |       |                    |           |                            |           |                             |           |
| E.L. DISEASE - EA EMPLOYEE  | \$500,000  |                    |               |                         |                         |   |                     |       |                    |           |                            |           |                             |           |
| E.L. DISEASE - POLICY LIMIT | \$500,000  |                    |               |                         |                         |   |                     |       |                    |           |                            |           |                             |           |

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

Certificate holder is included as additional insured with respect to General Liability as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

|   |   |
|---|---|
| Nassau County<br>1550 Franklin Ave<br>Mineola, NY 11501 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

| <b>ACORD</b> <sup>TM</sup> <b>CERTIFICATE OF LIABILITY INSURANCE</b>   |              | DATE (MM/DD/YYYY)<br><b>05/23/2017</b>   |                             |        |   |              |            |  |            |  |            |  |            |  |
|--|--------------|--|-----------------------------|--------|---|--------------|------------|--|------------|--|------------|--|------------|--|
| PRODUCER<br><b>CPA MUTUAL INSURANCE</b><br><b>4923 NW 43 ST STE C</b><br><b>GAINESVILLE FL 32606</b>           |              | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  |                             |        |   |              |            |  |            |  |            |  |            |  |
| INSURED<br><b>ALBRECHT VIGGIANO ZURECK &amp; CO PC</b><br><b>25 SUFFOLK COURT</b><br><b>HAUPPAUGE NY 11788</b> |              | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>CPA Mutual Ins Company of America RRG</b></td> <td><b>10164</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> | INSURERS AFFORDING COVERAGE | NAIC # | INSURER A: <b>CPA Mutual Ins Company of America RRG</b> | <b>10164</b> | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  |
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| INSURER C:   |              |  |                             |        |   |              |            |  |            |  |            |  |            |  |
| INSURER D:   |              |  |                             |        |   |              |            |  |            |  |            |  |            |  |
| INSURER E:   |              |  |                             |        |   |              |            |  |            |  |            |  |            |  |

| <b>COVERAGES</b><br>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS |           |  |                   |                                    |                                   |  |                                  |
|--|-----------|--|-------------------|------------------------------------|-----------------------------------|--|----------------------------------|
| INSR   | ADD'L LTR | TYPE OF INSURANCE  | POLICY NUMBER     | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |                                  |
|  |           | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE: <input type="checkbox"/> OCCUR<br><br><input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC |                   |                                    |                                   | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS-COMP/OP AGG | \$<br>\$<br>\$<br>\$<br>\$<br>\$ |
|  |           | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                   |                                    |                                   | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                            | \$<br>\$<br>\$<br>\$             |
|  |           | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                   |                                    |                                   | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC AGG   | \$<br>\$<br>\$                   |
|  |           | <b>EXCESS / UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |                   |                                    |                                   | EACH OCCURRENCE<br>AGGREGATE<br><br><br>   | \$<br>\$<br>\$<br>\$             |
|  |           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |                   |                                    |                                   | WC STATUTORY LIMITS<br>OTHER<br>E L EACH ACCIDENT<br>E L DISEASE-EA EMPLOYEE<br>E L DISEASE-POLICY LIMIT   | \$<br>\$<br>\$<br>\$             |
| A  |           | <b>OTHER ACCOUNTANTS PROFESSIONAL LIABILITY</b>  | <b>PL10238-28</b> | <b>06/09/16</b>                    | <b>06/09/17</b>                   | <b>\$4,000,000 EACH CLAIM</b><br><b>\$4,000,000 AGGREGATE LIMIT</b>  |                                  |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS   |           |  |                   |                                    |                                   |  |                                  |

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><b>NASSAU COUNTY</b><br><b>1550 FRANKLIN AVE</b><br><b>MINEOLA NY 11501</b> | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT<br><br>AUTHORIZED REPRESENTATIVE<br> |
| Attention:   |  |

**Contract Details**SERVICE AuditingNIFS ID #: CACO17000001 NIFS Entry Date: 3/9/17 Term: from 1/1/16 to 12/31/18

|  |
|--|
| New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> |
| Amendment <input type="checkbox"/>                                       |
| Time Extension <input type="checkbox"/>                                  |
| Addl. Funds <input checked="" type="checkbox"/>                          |
| Blanket Resolution <input type="checkbox"/>                              |
| RES#   |

|  |   |
|--|---|
| 1) Mandated Program:                             | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

**Agency Information**

| Vendor   |                                       |
|--|---------------------------------------|
| Name<br>Albrecht, Viggiano, Zureck & Company,<br>P.C.    | Vendor ID#<br>11-255-6624             |
| Address<br>25 Suffolk Court<br>Hempstead, New York 11788 | Contact Person<br>Jeffrey Davoli, CPA |
|  | Phone<br>(631) 434-9500               |

| County Department                            |
|--|
| Department Contact<br>Sergio Blanco          |
| Address<br>240 Old Country Road, Mineola, NY |
| Phone<br>571-2854                            |

**Routing Slip**

| DATE Rec'd. | DEPARTMENT   | Internal Verification  | DATE App'd & Fw'd. | SIGNATURE   | Leg. Approval Required   |
|-------------|--|--|--------------------|-------------|--|
|             | Department   | NIFS Entry (Dept. CO) <input checked="" type="checkbox"/><br>NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> | 3/9/17             | [Signature] |  |
| 03/20/17    | OMB  | NIFS Approval <input checked="" type="checkbox"/>  | 3/20/17            | [Signature] | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
|             | County Attorney  | CA RE & Insurance Verification <input type="checkbox"/>  |                    |             |  |
|             | County Attorney  | CA Approval as to form <input type="checkbox"/>  |                    |             | Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |
|             | Legislative Affairs  | Fw'd Original Contract to CA <input type="checkbox"/>  | 4/12/17            | [Signature] |  |
|             | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | <input type="checkbox"/>   |                    |             |  |
|             | County Attorney  | NIFS Approval <input type="checkbox"/>   |                    |             |  |
|             | Comptroller  | NIFS Approval <input checked="" type="checkbox"/>  | 4/13/17            | [Signature] | Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |
|             | County Executive   | Notarization <input type="checkbox"/><br>Filed with Clerk of the Leg. <input type="checkbox"/>                           | 4/12/17            | [Signature] |  |



E-52-16

JM

## Contract Details

SERVICE Auditing

NIFS ID #: CQCO16000001 NIFS Entry Date: 1/5/16 Term: from 1/1/16 to 12/31/18

|  |
|--|
| New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> |
| Amendment <input type="checkbox"/>                                       |
| Time Extension <input type="checkbox"/>                                  |
| Addl. Funds <input type="checkbox"/>                                     |
| Blanket Resolution <input type="checkbox"/>                              |
| RES#   |

|  |   |  |
|--|---|--|
| 1) Mandated Program:                             | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |
| 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 3) CSEA Agmt. § 32 Compliance Attached:          | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |

## Agency Information

| Vendor   |                                       |
|--|---------------------------------------|
| Name<br>Albrecht, Viggiano, Zureck & Company,<br>P.C.    | Vendor ID#<br>11-255-6624             |
| Address<br>25 Suffolk Court<br>Hauppauge, New York 11788 | Contact Person<br>Jeffrey Davoli, CPA |
|  | Phone<br>(631) 434-9500               |

| County Department                            |
|--|
| Department Contact<br>Sergio Blanco          |
| Address<br>240 Old Country Road, Mineola, NY |
| Phone<br>571-2854                            |

## Routing Slip

| DATE Rec'd. | DEPARTMENT   | Internal Verification                        | DATE App'd & Fw'd.   | SIGNATURE   | Leg. Approval Required  |
|-------------|--|--|--|-------------|---|
|             | Department   | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head) | <input checked="" type="checkbox"/> 1/12/16<br><input checked="" type="checkbox"/> 1/12/16 | [Signature] |   |
|             | OMB  | NIFS Approval                                | <input checked="" type="checkbox"/> 1/12/16  | [Signature] | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/><br>Not required if blanket resolution |
| 1/23/16     | County Attorney  | CA RE & Insurance Verification               | <input checked="" type="checkbox"/> 1/20/16  | [Signature] |   |
|             | County Attorney  | CA Approval as to form                       | <input type="checkbox"/> 1/20/16   | [Signature] | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                       |
|             | Legislative Affairs  | Fw'd Original Contract to CA                 | <input type="checkbox"/> 2/10/16   | [Signature] |   |
|             | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> |  | <input type="checkbox"/>   |             |   |
|             | County Attorney  | NIFS Approval                                | <input type="checkbox"/> 1/20/16   | [Signature] |   |
|             | Comptroller  | NIFS Approval                                | <input type="checkbox"/> 3/29/16   | [Signature] |   |
|             | County Executive   | Notarization<br>Filed with Clerk of the Leg. | <input type="checkbox"/> 2/16/16   | [Signature] |   |



Department: CO\_\_\_\_\_

## Contract Summary

**Description:** This is a three year contract. According to paragraph 3 of the agreement, the County shall pay contractor \$85,000.00 per year over the life of the contract.

**Purpose:** Department requires assistance in the complex and time-consuming process of preparing the CAFR due to resource limitations within the Department and increasingly complex government accounting standards.

**Method of Procurement:** RFP

**Procurement History:** The Comptroller's Office issued a request for proposals. AVZ was the sole firm to respond. The Selection Committee, composed of three (3) employees from the Comptroller's office, evaluated the proposals based on the criteria set forth in the RFP. AVZ demonstrated its vast array of knowledge with respect to government accounting. Most importantly, AVZ has prepared CAFRs for other governmental agencies in the past, including the three towns in Nassau County.

**Description of General Provisions:** Prepare and print the County's fiscal year 2015, 2016 and 2017 CAFRs in accordance with Generally Accepted Accounting Principles ("GAAP"); prepare all CAFR drafts and final financial exhibits; meet with the outside auditors and County representatives to discuss the details of required reporting; work with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR; and ensure that all applicable current and future GASB pronouncements are reflected in the CAFR.

**Impact on Funding / Price Analysis:** \$85,000.00 per year for three years.

Change in Contract from Prior Procurement: N/A

**Recommendation:** approve as submitted

## Advisement Information

| BUDGET CODES |       |
|--------------|-------|
| Fund:        | GEN   |
| Control:     | CO10  |
| Resp:        | 1200  |
| Object:      | DE503 |
| Transaction: | 103   |


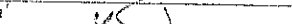
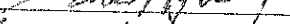
| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

| FUNDING SOURCE                            | AMOUNT             |
|---|--------------------|
| Revenue Contract <input type="checkbox"/> |                    |
| County                                    | \$85,000.00        |
| Federal                                   | \$                 |
| State                                     | \$                 |
| Capital                                   | \$                 |
| Other                                     | \$                 |
| <b>TOTAL</b>                              | <b>\$85,000.00</b> |

| LINE  | INDEX/OBJECT CODE       | AMOUNT      |
|-------|-------------------------|-------------|
| 1     | COGEN1200 DE503         | \$85,000.00 |
| 2     |                         | \$          |
| 3     |                         | \$          |
| 4     | <i>K. Smith 1/20/10</i> | \$          |
| 5     |                         | \$          |
| 6     |                         | \$          |
| TOTAL |                         | \$85,000.00 |

Document Prepared By:

Date:

| NIFS Certification                                   |  | Comptroller Certification   |  | County Executive Approval  |  |
|--|--|---|--|--|--|
| I certify that this document was accepted into NIFS. |  | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. |  | Name   |  |
| Name   | <br>2/10/16 | Name  | <br>3/29/16 | <br>2/10/16 |  |
| Date   |  | Date  |  | Date<br>(For Office Use Only)  |  |
|  |  |   |  | E#:  |  |

E-52-16

RULES RESOLUTION NO. 47 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 THE NASSAU COUNTY COMPTROLLER, AND ALBRECHT,  
VIGGIANO, ZURECK & COMPANY, P.C.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 2/22/16  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with Albrecht, Viggiano, Zureck & Company, P.C. in relation to assisting  
the County in its preparation of its Comprehensive Annual Financial Report  
("CAFR"), a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Albrecht, Viggiano, Zureck & Company, P.C.



RULES RESOLUTION NO. – 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 THE NASSAU COUNTY COMPTROLLER, AND ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

WHEREAS, the County has negotiated a personal services agreement with Albrecht, Viggiano, Zureck & Company, P.C. in relation to assisting the County in its preparation of its Comprehensive Annual Financial Report (“CAFR”), a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Albrecht, Viggiano, Zureck & Company, P.C.

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: ALBRECHT, VIGGIANO, ZURECK  
& COMPANY, P.C.** \_\_\_\_\_

**CONTRACTOR ADDRESS: 25 SUFFOLK COURT, HAUPPAUGE, NEW YORK  
11788** \_\_\_\_\_

**FEDERAL TAX ID #: 11-2556624** \_\_\_\_\_

**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 June 30, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 7, 2015. One (1) proposal was received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

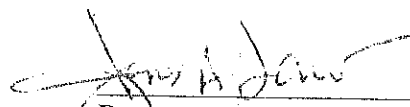
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The Selected Contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of best efforts as outlined in Exhibit "EE" may be requested by the Comptroller's Office prior 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 the 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  
1/12/2016  
\_\_\_\_\_  
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. 09/15



**Hon. George Maragos**  
*Nassau County Comptroller*



**OFFICE OF THE COMPTROLLER**  
240 Old Country Road  
Mineola, New York 11501  
Tel: (516) 571-2386 Fax: (516) 571-5900  
[necomptroller@nassaucountyny.gov](mailto:necomptroller@nassaucountyny.gov)

December 15, 2015

**VIA EMAIL**

John Aloisio, CSEA Grievance Chairman    [jaloisio@csea830.org](mailto:jaloisio@csea830.org)  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, NY 11501

Dear Mr. Aloisio:

Nassau County hereby provides notice of its intent to enter into a contract with Albrecht, Viggiano, Zureck & Company, P.C (AVZ).

The work involves assisting the County in the preparation of its 2015 Fiscal Year Comprehensive Annual Financial Report ("CAFR"), which will include, but not be limited to, preparing all CAFR drafts and final financial exhibits; meeting with the outside auditors and County representatives to discuss the details of all required reporting; working with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR; and ensuring that all applicable current and future Government Accounting Standards Board ("GASB") pronouncements are reflected in the CAFR. These services are necessary due primarily to the inability to retrieve the data from the current legacy financial system in a manner consistent with the increased complexity required in the reporting as new GASB pronouncements.

The CAFR, in prior years, had been created internally using Microsoft Excel workbook formats with data manually inputted from reports run from the financial system, and then manually linking spreadsheets. This data was then manually adjusted to adhere to the GASB requirements. The complexity introduced by annual additions of new GASB regulation, renders the old methodology using Excel spreadsheets impractical.

The current process still requires the County staff to prepare the CAFR as before, but AVZ's services helps alleviate some of the manual compilation and cross-referencing that is performed by the County staff, and acts as an important secondary review to ensure that the County's financial statements are correct and in compliance with all governmental accounting reporting standards. Without a new financial system or AVZ's assistance in the compilation of the CAFR, the County would not be able to meet the required reporting deadlines set by the Federal and State governments. The firm provides valuable assistance to the Comptroller's Office Accounting staff. Please note that the Towns of Hempstead, North Hempstead and Oyster Bay all currently use AVZ to prepare their CAFRs.

Since March 2014, the Comptroller's Accounting Department has filled two open positions (Accounting System Specialist and Accountant IV) and hired an Accountant II to replace the employee who took the September 2015 VSIP. There is another Accountant position and an Inspector/Comptroller position that should be backfilled next year (it is being held for a promotion). No County positions have been lost as a result of the AVZ contract.

The following notification is to comply with the spirit of Section 32 of the CSEA-Nassau County Collective Bargaining Agreement.

Should you wish to propose an alternative to this proposed contract, please respond to me within ten (10) days of this letter.

Sincerely,



Sergio A. Blanco, Esq.

cc: Brian Libert, Esq. (via email)

**The Civil Service Employees Association, Inc.**  
Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO



**Jerry Laricchiuta**  
**PRESIDENT**

**Ron Gurrieri**  
Exec. Vice President

**Scott Mulholland**  
Vice Pres.

**Kenneth Nicholson**  
Vice Pres.

**Lynne Kramer**  
Vice Pres.

**Robert Arciello**  
Vice Pres.

**Ernest Jackson**  
Vice Pres.

**Robert Campo**  
Vice Pres.

**Gary Volpe**  
Vice Pres.

**Ana O'Gorman**  
Vice Pres.

**Barbara Lang**  
Vice Pres.

**Richard Dopkin**  
Vice Pres.

**Glen Tuitel**  
Vice Pres.

**Nancy Ianson**  
Secretary

**Debra O'Connell**  
Treasurer

12/31/15

Hon. George Maragos  
Nassau County Comptroller  
240 Old Country Rd  
Mineola, NY 11501

**Re: 2015 CAFR—Albrecht, Viggiano, Zureck & Company**

Dear Hon. George Maragos:

As per our discussion with some of your Accounting staff for the contract referenced above and in the interest of bargaining in good faith, CSEA withdraws its objection to the above referenced contract. You may release said document.

However, this does not waive CSEA rights to object to any future work being done by this vendor, or any other sub-contractors, and in no way does this waive any of CSEA's other rights under Section 32.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Richard Dopkin".

Richard Dopkin  
Vice President  
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830  
File





## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 2015 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Albrecht, Viggiano, Zureck & Company, P.C., a New York State corporation having its principal office at 25 Suffolk Court, Hauppauge, New York 11788 (the "Contractor").

### W I T N E S S E T H:

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;

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 January 1, 2016 and terminate on December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement. The Department shall have an option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2019 through December 31, 2019, for completion of the Services (as defined below) for the fiscal year ending December 31, 2018. In the event the Department exercises said option, it shall then have a second option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2020 through December 31, 2020, for completion of the Services for the fiscal year ending December 31, 2019. The Department shall exercise each such renewal option by giving written notice thereof to the Contractor.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of assisting the Department in its preparation of the 2015, 2016, and 2017 Fiscal Year Comprehensive Annual Financial Reports ("CAFR"), including, but not necessarily limited to, the specific services listed in Exhibit "A" (the "Services").

3. Payment. (a) Amount of Consideration. Except as otherwise provided in Section 3(b) hereof, the maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, including during any renewal periods of this Agreement, as provided above, shall be subject to encumbrance and payable in accordance with the provisions of this Agreement and with the pricing structure set forth as follows:

| <b>Fiscal year</b> | <b>Maximum Fee</b> |
|--------------------|--------------------|
| 2015               | \$85,000.00        |
| 2016               | \$85,000.00        |
| 2017               | \$85,000.00        |

|      |  |
|------|--|
| 2018 | \$87,000.00, if renewal option exercised |
| 2019 | \$89,000.00, if renewal option exercised |

During the term of this agreement Contractor shall submit claim vouchers for payment in four (4) equal monthly installments, beginning in May and ending in August for each fiscal year. The last installment payment for each fiscal year is not to be made before the month following the final issuance of the CAFR. The Contractor, prior to each installment payment, will provide the Department, at least monthly, with an updated status of Services that have been performed and completed, which will be reviewed and approved by the Department.

(b) If there is a change (i) in the scope of Services or any agreed-upon additional accounting-related services to be provided under this Agreement, or (ii) in any material circumstance with respect to this Agreement (or any attachments hereto), the parties shall negotiate in good faith to make an equitable adjustment to the maximum amount or rates payable and incorporate said adjustments into written contract amendments.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services 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, including compliance with the monthly status report requirements described in Section 3(a) above, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

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

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

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

(d) Protection of Client Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement. If requested by the County or any of its departments or agencies, the Contractor agrees to execute, and cause its subcontractors to execute, a commercially reasonable non-disclosure agreement.

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

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

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

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

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

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

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 one million dollars (\$1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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.

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, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained

in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor 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 Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-

2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 16<sup>th</sup> day of November in the year 2015 before me personally came Jeffrey Davoli to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Albrecht Viggiano Zurek & Co., 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

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 2018

*Irene E. Howell*

STATE OF NEW YORK)

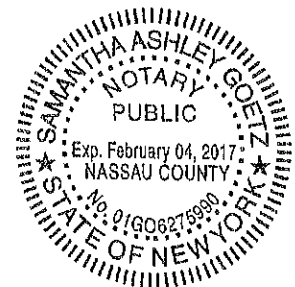
) ss.:

COUNTY OF NASSAU )

On the 11 day of April 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*Samantha Ashley Goetz*



## EXHIBIT "A"

The Contractor will prepare and print the County's CAFR in accordance with Generally Accepted Accounting Principles ("GAAP") (as applied to governments) and the guidance of the Governmental Accounting, Auditing and Financial Reporting Guide ("GAAFR") so that the report is eligible to receive the Government Finance Officers Association ("GFOA") "Certificate of Excellence in Financial Reporting" Award. The filing of the CAFR must be completed no later than June 30 of each year.

The required services will include, but not be limited to, the following:

1. At the start of each fiscal year, the Contractor will provide the County with an annual timetable, which should include County deliverable dates and the expected date that the Contractor anticipates providing a complete first draft of the CAFR to the County and the County's external auditors, with a constraint that this date should be no later than June 1 of each year.
2. The Contractor will prepare all CAFR drafts and final financial exhibits including, but not limited to, statistical sections and tables included in the Management's Discussion and Analysis ("MD&A"), which reflect Government Accounting Standards Board ("GASB") Statement 34, GASB Statement 45 and GASB Statement 54, and all other applicable current and future official GASB statements; the Table of Contents; and the Footnotes accompanied by work papers adequate for the outside auditors to review.
3. The Contractor will meet with the outside auditors and County representatives to discuss the details of all required reporting.
4. The Contractor will work with the County to ensure that all blended and discretely presented component units are appropriately identified and included in the CAFR.
5. The Contractor will ensure that all applicable current and future GASB pronouncements are reflected in the CAFR.
6. The Contractor will work with the County and the auditors to resolve questions and issues related to the preparation and presentation of information in the CAFR.
7. Upon completion of the CAFR, each year, the Contractor must provide the Comptroller's Office with all supporting documentation, including but not limited to, spreadsheets and exhibits that were used to generate the CAFR.

In conjunction with the Services to be provided by the Contractor, the Comptroller's Office will:

1. Prepare worksheets of the County's results, inclusive of all County funds, starting from the County's books of record contained in NIFS and adjusted to the modified accrual basis as presented in the CAFR.
2. Prepare supporting analysis, as needed by the Contractor, in order to complete the CAFR.
3. Provide the Contractor with audited reports from the component units.
4. Provide the Contractor with report(s) from an actuary regarding the Other Post- Employment Benefits ("OPEB") liability.
5. Communicate requests from the Contractor to the appropriate departments, component units and outside auditors, 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,



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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the

M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department Head approval prior to subcontracting shall not

apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, states, or the federal government is not required.

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Robert Quarte

(Name)

25 SUFFOLK COURT HAUPPANGE NY 11788

(Address)

631-434-9500

(Telephone

Number)

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

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

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

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

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

11/16/15  
Dated

Robert E. Darte  
Signature of Chief Executive Officer

Robert Darte  
Name of Chief Executive Officer

Sworn to before me this 16<sup>th</sup>  
day of November, 2015

21

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 2015

Irene E. Howell  
11/16/15

\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
**Notary Public**

**EXHIBIT H**

Page 1 of 4

## COUNTY OF NASSAU

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

1. Name of the Entity: Albrecht, Viggiano, Zureck & Company, P.C.  
Address: 25 Suffolk Court  
City, State and Zip Code: Hauppauge, NY 11788
2. Entity's Vendor Identification Number: 11-2556624
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corporation ☐ 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);

Thomas Murray, Robert Quarte, Stephen Antaki, Jeffrey Davoli

\_\_\_\_(All-25-Suffolk Court, Hauppauge, NY 11788)

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.

Kenneth Laks, Stephen Antaki, Michael Collins, Jeffrey Davoli,

Joseph Ferreira, Jill Gunzel, John Knox, Lawrence Lucarelli, Chuck Mattern,



Robert McGrath, Thomas Murray, James O'Connor, Robert Posner, Robert Quarte,  
Thomas Ruggiero, John Shillingsford

(All 25 Suffolk Court, Hauppauge, NY 11788)

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.

AVZ Wealth Management, LLC

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

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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:

8/7/15

Sign:

JD

Print Name:

JEFF DAVOLI

Title:

Partner

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.

**Albrecht, Viggiano, Zureck & Co.**

| <i>Shareholder</i>          | <i>Business Address</i> |               |       | <i>Business Phone</i> |
|-----------------------------|-------------------------|---------------|-------|-----------------------|
| Antaki, Stephen A.          | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Davoli, Jeffrey S.          | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Ferreira, Joseph            | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Knox, John J.               | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Mattern, Charles            | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| McGrath, Robert M.          | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Murray, Thomas J.           | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Quarte', Robert             | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Shillingsford, Jr., John S. | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |

**AVZ Wealth Management, LLC**

| <i>Shareholder</i>          | <i>Business Address</i> |               |       | <i>Business Phone</i> |
|-----------------------------|-------------------------|---------------|-------|-----------------------|
| Antaki, Stephen A.          | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Connors, Katherine M.       | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Davoli, Jeffrey S.          | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Ferreira, Joseph            | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Knox, John J.               | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Mattern, Charles            | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| McGrath, Robert M.          | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Murray, Thomas J.           | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Quarte', Robert             | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |
| Shillingsford, Jr., John S. | 25 Suffolk Court        | Hauppauge, NY | 11788 | 631-434-9500          |

### Business History Form

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

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

Date: February 6, 2016

1) Bidder's/Proposer's Legal Name: Albrecht, Viggiano, Zureck and Company, P.C.

2) Address of Place of Business: 25 Suffolk Court, Hauppauge, NY 11788

List all other business addresses used within last five years:

245 Park Avenue, 39th Floor, New York, NY 10167

3) Mailing Address (if different): N/A

Phone : (631) 434-9500

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2558624

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

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☒ No ☐ If Yes, please provide details: See attached

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: See attached

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: See attached

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). \_\_\_\_\_

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

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. \_\_\_\_\_

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. \_\_\_\_\_

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

a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge.  
\_\_\_\_\_  
\_\_\_\_\_

b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge.  
\_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such conviction  
\_\_\_\_\_  
\_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ☐ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ☐ If Yes, provide details for each such

occurrence.

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ☐ If Yes, provide details for each such instance.

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

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

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County. N/A

(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 as collection agent on behalf of Nassau County. N/A

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

- 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. N/A

Attachments to Business History Form

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

- A. 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.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company Town of Oyster Bay  
Contact Person Robert McEvoy, Comptroller  
Address 74 Audrey Avenue  
City/State Oyster Bay, NY 11771  
Telephone (516) 624-6444  
Fax # (516) 624-6460  
E-Mail Address rmcevoy@oysterbay-ny.gov

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Company Town of Hempstead  
Contact Person Kevin Conroy, Comptroller  
Address One Washington Street  
City/State Hempstead, NY 11550  
Telephone (516) 812-3373  
Fax #   
E-Mail Address KCONROY@TOHMAIL.ORG

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Company Town of North Hempstead  
Contact Person Aline Khatchadourian, Deputy Supervisor  
Address 220 Plandome Road  
City/State Manhasset, NY 11030  
Telephone (516) 869-7740  
Fax #   
E-Mail Address smithav@northhempsteadny.gov

**CERTIFICATION**

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

I, Jeffrey S. Davoli, 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 9<sup>th</sup> day of February 2016

Irene E. Howell  
Notary Public

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 2018

Name of submitting business: Albrecht, Viggiano, Zureck and Co., P.C.

By: Jeffrey S. Davoli

Print name  
[Signature]  
Signature

Partner

Title

2 / 9 / 16  
Date

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

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

- a. Been ~~debarred by any~~ government agency from entering into contracts with that agency? NO ☒ YES ☐ If Yes, provide details for each such instance.
- b. Been declared in default ~~and/or terminated~~ for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ☐ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ☐ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ☐ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which ~~relates to truthfulness~~ or the underlying facts of which related to the conduct of business? NO ☒ YES ☐ If Yes, provide details for each such conviction.
- e) In the ~~past~~ 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ☐ If Yes, provide details for each such conviction.
- f) In the ~~past~~ 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ☐ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ☐ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ☐ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ☐ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ☐ If Yes, provide details for each such year.

**CERTIFICATION**

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

I, Jeffrey S. Davoli, 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 9<sup>th</sup> day of February 20 16

Irene E. Howell  
Notary Public

IRENE E. HOWELL  
NOTARY PUBLIC, State of New York  
No. 4871174  
Qualified in Suffolk County  
Commission Expires Sept. 8, 20 18

Name of submitting business

Jeffrey S. Davoli

Print name

JM Davoli  
Signature

Partner

Title

2, 9, 16  
Date

## Business History Form Attachment

### Question # and Response:

- 7) The Company shares its space with two affiliates, AVZ Wealth Management, a financial services entity, and Suffolk Court Associates LLC, a rental holding company.
- 8) The Company's partners control the affiliates by common ownership among the businesses.
- 9) The Company has two affiliates, AVZ Wealth Management LLC and Suffolk Court Associates LLC, but the Company is not controlled by either of those entities.
- 17) a) and b) The Company has no conflicts of interest with the County as it pertains to this proposal. The Company uses an Annual Independence form that is completed by all employees of the Company to identify and rectify and conflicts of interest.

### Attachments to Business History Form information:

#### A. i) 1950

##### ii) Names and addresses of the Company's officers:

|                             |                  |                     |
|-----------------------------|------------------|---------------------|
| Antaki, Stephen A.          | 25 Suffolk Court | Hauppauge, NY 11788 |
| Davoli, Jeffrey S.          | 25 Suffolk Court | Hauppauge, NY 11788 |
| Ferreira, Joseph            | 25 Suffolk Court | Hauppauge, NY 11788 |
| Knox, John J.               | 25 Suffolk Court | Hauppauge, NY 11788 |
| Mattern, Charles            | 25 Suffolk Court | Hauppauge, NY 11788 |
| McGrath, Robert M.          | 25 Suffolk Court | Hauppauge, NY 11788 |
| Murray, Thomas J.           | 25 Suffolk Court | Hauppauge, NY 11788 |
| Posner, Robert              | 25 Suffolk Court | Hauppauge, NY 11788 |
| Quarte, Robert              | 25 Suffolk Court | Hauppauge, NY 11788 |
| Shillingsford, Jr., John S. | 25 Suffolk Court | Hauppauge, NY 11788 |

##### iii) Names, addresses and titles of the Company's officers:

|                             |                  |                     |                     |
|-----------------------------|------------------|---------------------|---------------------|
| Murray, Thomas J.           | 25 Suffolk Court | Hauppauge, NY 11788 | President           |
| Quarte, Robert              | 25 Suffolk Court | Hauppauge, NY 11788 | Secretary/Treasurer |
| Antaki, Stephen A.          | 25 Suffolk Court | Hauppauge, NY 11788 | Vice President      |
| Davoli, Jeffrey S.          | 25 Suffolk Court | Hauppauge, NY 11788 | Vice President      |
| Ferreira, Joseph            | 25 Suffolk Court | Hauppauge, NY 11788 | Vice President      |
| Knox, John J.               | 25 Suffolk Court | Hauppauge, NY 11788 | Vice President      |
| Mattern, Charles            | 25 Suffolk Court | Hauppauge, NY 11788 | Vice President      |
| McGrath, Robert M.          | 25 Suffolk Court | Hauppauge, NY 11788 | Vice President      |
| Posner, Robert              | 25 Suffolk Court | Hauppauge, NY 11788 | Vice President      |
| Shillingsford, Jr., John S. | 25 Suffolk Court | Hauppauge, NY 11788 | Vice President      |

#### iv) New York

#### v) Approximately 75 employees

#### vi) Approximately \$13 million

#### vii) AVZ personnel devote a substantial amount of time to professional activities. Our participation provides our professionals with the ability to offer and discuss recent issues and topics on auditing, accounting, and management subjects. Many of our partners, principals, and managers are committee members of various State organizations/societies in New York as well as the State Society of Certified Public Accountants and BKR International. In addition, we are active members in the New York State Conference of Mayors and Municipal Officials (NYCOM), Government Finance Officers Association (GFOA) and members of the New York State Association of School Business Officials (NYSASBO). AVZ professionals compose articles on current business issues and frequently speak on a variety of topics and provide educational seminars, including presentations at GFOA conferences, to clients and other professionals. AVZ professionals are also actively involved in other organizations within their communities.

viii) AVZ is a public accounting firm registered to practice in the State of New York. All AVZ partners, principals, managers, and supervisors assigned to this engagement are licensed certified public accountants.

B. In business 66 years

C. We are the contract accountants for the Suffolk County Tobacco Asset Securitization Corp and have maintained/prepared the general ledger, all supporting accounts, amortization schedules and the financial statements for presentation to the Board of Trustees.

We are the auditors for the Nassau County Industrial Development Agency and perform an audit of the books and records, and assist in the preparation of annual audited financial statements of the Agency.

We are the contract accountants for Nassau County Interim Finance Agency and we prepare the annual financial statements, analyze and review all monthly bank reconciliations and investment accounts, review and analyze the annual adopted budget, and compare annual budgets to actual expenses.

We are the contract accountants for the Town of Oyster Bay and we assist in closing the year-end books and records, and prepare the annual financial statements.